

# The Solicitors' Journal.

LONDON, NOVEMBER 18, 1882.

## CURRENT TOPICS.

EVERYONE will rejoice to learn that the doubts which existed up to the present week as to whether the Queen will be able to open the Royal Courts, have at length been removed.

WE UNDERSTAND that, with a view to the repeal of the Common Law Procedure Acts, in the course of the Statute Law Revision, it is proposed to incorporate with the Rules of Court under the Judicature Acts such portions of the Common Law Procedure Acts as it is considered should remain in force.

A TRANSFER will shortly take place of causes in the Chancery Division. Eighty causes will be transferred from Mr. Justice CHITTY to Mr. Justice PEARSON, and thirty from the same judge to Vice-Chancellor BACON. There will also be a transfer of twenty-five causes from Mr. Justice FRY, and of thirty from Mr. Justice KAY to Vice-Chancellor BACON; so that the list of the learned Vice-Chancellor will be replenished with 85 causes, and that of Mr. Justice CHITTY will be relieved of 110 causes.

IT DAILY BECOMES more apparent that the number of the judges of the Chancery Division is insufficient for the work allotted to them. The list of Mr. Justice CHITTY is about to be relieved of 110 causes, but he will still have a goodly number left. During the present sittings he has not disposed of a single witness cause, and he does not intend to begin upon them until Tuesday, the 28th inst.—that is, more than three weeks after the commencement of the sittings. The interlocutory business in this court is so heavy that, with the exception of some short and unopposed causes, the whole of the sittings up to the present time has been taken up with that class of business. Next Tuesday, the 21st inst., has been appointed for making a start with a list of heavy opposed petitions, which has long been accumulating. Many of the witness causes awaiting hearing before Mr. Justice CHITTY have been set down more than twelve months.

WE PUBLISH in another column a valuable letter on the Remuneration Order as it affects London solicitors, which bears out in every respect the views which have been urged in this journal ever since the Order appeared. We believe our correspondent is right in stating that the dissatisfaction with the Order is universal among London solicitors who have taken the trouble to consider it. Unfortunately, however, the London solicitor is a very busy man, and has little time to bestow on matters outside his office. The Order not being yet in force, he has not begun to feel its effects, and is too often inclined to push off the consideration of its complicated provisions to a more convenient season. It should be remembered, however, that if anything is to be done in the way of inducing the Tribunal to re-consider the more objectionable provisions, it should be done at once. After the Order has come into force, it is probable that any protest against its fairness will be of little avail.

THE POINTED REMARKS made by the Lord Chancellor to the Lord Mayor on his presentation, with reference to the advisability of abolishing the Guildhall sittings and holding the sittings both for London and Middlesex at the Royal Courts of Justice,

appear to have borne fruit, for it is stated that the Law and City Courts Committee of the Corporation are about to consider the advisability of applying for an Order in Council that the trial of issues at *Nisi Prius*, which would be otherwise tried at the Guildhall, should be held at the Royal Courts of Justice. Under section 20 of the Courts of Justice Building Act, 1865, her Majesty is enabled by Order in Council, "at the request of the Lord Mayor, Aldermen, and Commoners of the City of London in Common Council assembled, to direct that all or any issues or inquiries in cases at *Nisi Prius*, which would otherwise be tried and executed within the County of the City of London, shall for ever thereafter, or for a time to be specified in such order, be tried and executed at the courts authorized to be erected by this Act;" and it is provided that, in the event of such order being made, the courts shall, for the purpose of giving jurisdiction to the sheriffs of London in relation to such trials and for the summoning of jurors, &c., "be deemed to be situate in the County of the City of London." It will be seen that a request by the Common Council is necessary before any steps can be taken to carry out this provision of the Act, and that power is given to them to apply for, and to her Majesty to order, a temporary removal in order to test the expediency of the change. It is greatly to be hoped that the request will be forthcoming.

THE SOLICITORS of Great Yarmouth have taken a very sensible course with reference to the Remuneration Order. They have issued a circular letter to the Provincial Law Societies and other members of the profession, pointing out that the practice of paying auctioneers by commission on the amount of the sales effected by them can, in their opinion, be no longer continued, and asking for replies to a series of queries appended to the circular, relating to the practice as to remuneration, employment, and payment of auctioneers; as to whether any alteration is proposed to be made with regard to such remuneration consequent upon the Remuneration Order, and, in particular, whether it is contemplated that solicitors shall in future act as auctioneers; and also asking generally for an expression of the views on the Order of the society or individual to whom the circular is sent. The replies can hardly fail to afford valuable assistance to the Great Yarmouth solicitors in arriving at a decision as to the course they should take, but we suspect that, in not a few cases, the answer will be undecided. Everyone is waiting for the Incorporated Law Society to show some sign, but hitherto no sign has been publicly vouchsafed upon the matters of most pressing concern. The Council succeeded in thrusting sales under the Lands Clauses Act out of the scale, and have not yet done anything to atone for that blunder by affording assistance to their constituents in their difficulty as to the course to be adopted with reference to the fees for negotiation and conducting sales by auction. If they fail to take any action to elicit and express the views of the majority of London practitioners on these points, they will practically abdicate one of their most important functions.

LORD NORTHINGTON expressed an opinion in a case of *Camden v. Morton* (cited from the Hill MSS. in 18 Ves. 118), that it is "most unreasonable and unconscientious that a lessor should be paid rent for a house, the only subject of the demise, where the lessee is prevented by the accident of fire from enjoying it." And in *Steele v. Wright* (cited 1 T. R. 708), Lord APSLEY seems to have actually decided that, where the demised house is burned down, the tenant is not bound to pay rent until it is rebuilt. What would have been the result if, in 1773, when this case was decided, there had been an army of vigilant reporters anxious to place before the profession every case involving a new point? As it happened,

however, *Steele v. Wright* was not reported, and when the Court of Exchequer came to consider the subject in 1796, in *Hare v. Groves* (3 Anstr. 687), they were able to brush aside the previous unreported authority with the remark, "Of *Steele v. Wright* we know nothing more than what may be collected from the loose mention of it in argument in *Doe v. Sandham*." And since this case of *Hare v. Groves* the current of authority has been steadily against Lord APSLEY's view. In a case which has excited great interest in the manufacturing districts, the Court of Appeal last week has practically, but, we think, unavoidably, widened the course of this current. They have affirmed the decision of Mr. Justice CHITTY in *Marshall v. Schofield* (26 SOLICITORS' JOURNAL, 314), that even in the case of a lease of "room and power" in a mill at a single large rent, the power to be supplied by the lessor, the lessee is bound to pay the whole rent after the mill has been destroyed by fire. We do not see how any other decision could have been arrived at consistently with the ancient technical doctrine that, where a mixed payment of rent for land and something else is reserved, the whole rent is considered to issue out of the land alone. The lesson of the case is, of course, that the lessee should be careful to insert in a lease of room and power a proviso for suspension of rent in case of fire; or, if the lessor will not consent to that, to insist on the reservation of two separate rents, one for the room and the other for the power.

THE CUSTOMS of the Stock Exchange cannot override an Act of Parliament. Such is the simple effect of the recent important case of *Neilson v. James* (L. R. 9 Q. B. D. 546), in which the Court of Appeal held, reversing the decision of STEPHEN, J., that "Leeman's Act" (30 & 31 Vict. c. 29), s. 1, which avoids all contracts for sale of bank shares in which the number of the shares or the name of the seller is not stated, is in full legal force, although habitually disregarded on the Bristol Stock Exchange, subject to the rules of which the contract was, as usual, made. The plaintiff being a shareholder, employed the defendant, a stockbroker, to sell seven West of England Bank shares. The defendant sold the shares to a jobber, and sent to the plaintiff a contract note, which omitted the necessary details. Before the "name-day" the bank stopped, and the jobber, relying on the statute, inasmuch as the contract between him and the broker also omitted the necessary details, repudiated the contract. The plaintiff, remaining holder of worthless, or comparatively worthless, shares, sued his broker for the contract price, and the Court of Appeal has now held him entitled to recover. COTTON, L.J., purposely abstaining from giving an opinion on the further claim which the plaintiff had abandoned—to be indemnified against calls. We understand that on the London Stock Exchange also the Act has long been a dead letter, and although bank failures are not now happily so frequent as they have been, it is of the utmost importance to all persons who may be likely to part with bank shares to take note of the decision. Of its correctness we have not a shadow of a doubt. The statute recites "that it is expedient to make provision for the prevention of contracts for the sale and purchase of shares and stock in joint-stock banking companies of which the sellers are not possessed or over which they have no control," and its object was obviously to prevent "rigging the market" and similar dishonest tricks connected with Stock Exchange gambling. As was said by Lord COLLIERIDGE, a "custom to be good must be lawful, and the defendant cannot, by disregarding the provisions of the Act of Parliament, profess to make a contract, and yet at the same time say that it is not really a contract because it is not a valid contract by reason of the statute."

ON TWO OCCASIONS during the present year we have drawn attention in these columns to the saving of duty in the case of leases for more than thirty-five years which is likely to result from the substitution in place of a lease of a mere agreement for a lease, owing to the decision in *Walshe v. Lonsdale* (L. R. 21 Ch. D. 14). On each occasion we have been favoured with letters from correspondents anxious to point out that under the Stamp Act the duty on leases and agreements for leases is the same. As the provision of section 96 of the Stamp Act appears not to be generally known,

we may point out, once for all, that it is only an agreement for a lease "for any term not exceeding thirty-five years," which is to be charged with the same duty as if it were an actual lease.

WE STATED last week that there were eighteen courts in the Royal Courts of Justice. That statement was perfectly correct as regards the rooms originally built for courts. But in addition to these eighteen courts, a room formerly intended for a bar room, and situated on the north side of the building, has been appropriated for the purposes of one division of the Court of Appeal. This room has the disadvantage of being lighted by windows overlooking Carey-street on one side, so that the proceedings are likely to be disturbed by the noise of the traffic. As regards size and proportions it is very suitable for the new purpose to which it is to be put, but it is feared that it may not be free from echo.

THE REFRESHMENT-ROOM at the Royal Courts of Justice, which, to the inconvenience of many practitioners, has been recently closed, owing to the expiration of the contract entered into two years ago, will be re-opened shortly. Messrs. BERTRAM & ROBERTS have taken a contract for the supply of refreshments throughout the entire building.

## THE SETTLED LAND ACT.

### II.

HAVING given in our former article some account of the persons by whom the powers conferred by the Act may be exercised, we shall now proceed to consider the nature of the powers themselves, and the conditions subject to which they may be exercised, not including under the latter phrase the special precautions taken by the Act for the protection of the rights and interests of the remaindermen, which subject will be reserved for consideration at another time.

For convenience of continued reference we shall number these powers consecutively. The enumeration of them commences in section 3, which provides that a tenant for life—including, of course, any of the persons in that behalf enumerated in our former article—may do any of the following things:—

(1.) May sell the settled land, or any part thereof, or any easement, right, or privilege of any kind, over or in relation to the same (section 3, sub-section i.).

But the principal mansion-house, and the demesnes and other lands usually occupied therewith, cannot be sold without the consent of the trustees of the settlement or an order of the court (section 15).

This last-mentioned provision has been unfavourably criticised in the lay newspapers. We should incline to the opinion, that its importance, whether for good or for evil, has been much overrated. This is, perhaps, a reason for cancelling the restriction, upon the principle of *cui dolet, meminit; cui placet, obliviscitur*.

We may mention that a question has already been raised in practice, having reference to the future exercise of this power, so soon as the Act shall come into operation, by a tenant for life under an existing settlement. What is the full meaning of the sale of an easement over or in relation to certain specified land? It doubtless includes power to grant for valuable consideration a future easement, in respect to which the specified land shall be the servient tenement; but does it include power to release for valuable consideration the enjoyment of an existing easement, in respect to which the specified land is the dominant tenement? Suppose the case of the erection of costly buildings in a crowded neighbourhood, which occupy the site of a former building having certain ancient lights; and that the windows in the new building do not tally in size and situation with the old ones. The neighbouring owners may be willing to execute a grant of the new lights in return for the legal extinction of the right to the old lights; but it may easily happen, by reason that the fee simple of the site of the new buildings is in strict settlement, that nobody is competent under the existing law to execute a release



of the latter. Will the tenant for life under the settlement acquire such power upon the 1st of January next? If not, a power seems to have been omitted from the Act which might profitably have been inserted. We confess that to us the language above cited seems to be extremely ill adapted to include such a power. The reader may compare the language of section 21, sub-section (viii.); but this is, perhaps, better adapted to suggest that the question was not foreseen than to throw much light upon the answer which it should receive. We shall presently make some remarks upon the similar language contained in section 6.

(2.) Where the settlement comprises a manor, the tenant for life may sell the *seignory* of any *freehold land* within the manor, or the *freehold and inheritance* of any *copyhold* or customary land, parcel of the manor, with or without the minerals and mining rights, so as, in every such case, to effect an *enfranchisement* (section 3, sub-section ii.).

We suppose the first part of this exceedingly odd language to mean, that the tenant for life of a manor may release chief rents and other services incident to the tenure, and may also release the tenure itself, so as to extinguish the tenure and sever from the manor any lands to which it related. The word "sell" seems, in its proper use, to imply that something passes from the vendor to the purchaser; but, under such circumstances as above supposed, the seignory is capable of nothing but extinction.

The latter part of the above-cited language seems to contemplate what is commonly called the enfranchisement of copyholds and customary freeholds. The last words, "so as, in every such case, to effect an enfranchisement," can only apply to these, not to cases in which the seignory appertains to freeholds, which, of course, neither require nor are susceptible of "enfranchisement."

(3.) The tenant for life may make an exchange of the settled land, or any part thereof, for other land, including an exchange in consideration of money paid for equality of exchange (section 3, sub-section iii.).

Here, also, the language is not very felicitously clear. We take the last part of the provision to signify that the transaction may be either in the nature of an exchange, properly so called, or may be in the nature of a purchase of land, made for a consideration composed partly of land and partly of money. We also infer from some other passages in the Act that in the latter case the equality money may be either paid or received, as the case may require, by the tenant for life. Section 21, sub-section (iv.), provides that capital moneys "arising under this Act," may be applied, among other things, "in payment for equality of exchange"; and section 18 provides that, where money is required, among other things, "for equality of exchange," the tenant for life may raise it by mortgage. This shows that the tenant for life may pay equality money. Section 4, sub-section (2), which provides that every exchange shall be made for the best consideration in land, or in land and money, seems to show that the tenant for life may receive the equality money upon an exchange.

(4.) Where the settlement comprises an undivided share in land, or, under the settlement, the settled land has come to be held in undivided shares, the tenant for life may concur in making partition of the entirety, including a partition in consideration of money paid for equality of partition (section 3, sub-section iv.).

We infer, for reasons similar to those above given, with reference to the case of an exchange, that the tenant for life may either pay or receive money for equality of partition (see section 18, and section 4, sub-section 2.). We doubt whether the two cases (1) where the settlement comprises an undivided share of land, and (2) where, under the settlement, the settled land has come to be held in undivided shares, ought not to have been treated separately. As the matter stands, since, by virtue of section 2 (6), several persons entitled for concurrent interests form only one tenant for life, it does not seem clear that, in the latter case, the tenant for life of each separate undivided share is intended to have, in relation to that share, the same powers with regard to partition as he would have had if that share had originally been solely comprised in the settlement, so as to be, in the phraseology of the Act, "the settled land."

Money required for enfranchisement, or for equality of exchange or partition, may be raised by mortgage; (section 18).

These are the only purposes for which mortgages are authorised by the Act.

(5.) By section 5 the tenant for life is empowered, with the consent of the incumbrancer, to shift any incumbrance from land sold or given in exchange, or on partition, to any other part of the settled land, in exoneration of the part sold, &c.; and, "by conveyance of the fee simple, or other estate or interest the subject of the settlement, or by creation of a term of years in the settled land, or otherwise, make provision accordingly." We suppose the words which we have placed between inverted commas to mean that the tenant for life may convey the "other part" for any estate or interest not exceeding the whole estate or interest comprised in the settlement, to the incumbrancer by way of mortgage to secure payment of his claims under the incumbrance.

Land purchased with capital money "arising under" the Act may be made a substituted security for any incumbrance from which land sold has been released (section 24, sub-section 4); but only when such land was purchased with money arising from the sale of land which was before the sale subject to the incumbrance, or was acquired by the exchange or partition of land which (or an undivided share of which) was previously subject to the incumbrance (*ibid.*, sub-section 5).

The Act next deals with leasing powers, which are, perhaps, likely to be used in practice more frequently than any of the other powers conferred by it.

(6.) A tenant for life may lease the settled land, or any part, (but not the principal mansion-house and demesnes, &c., except by consent of trustees or by order of court), or any easement, right, or privilege of any kind, over or in relation to the same, for any purpose whatever, whether involving waste or not, on building lease for not exceeding ninety-nine years; on mining lease for not exceeding sixty years; and on any other kind of lease for not exceeding twenty-one years (section 6).

And with permission of the court, to be given under special circumstances, a building or mining lease may be made for any term, or may be granted in perpetuity (section 10).

It is to be observed that the above-cited language respecting the leasing of an easement, closely follows that of section 3 respecting the sale of an easement. It would be impossible, or at least very difficult, to contend that the above-described power of leasing authorizes the suspension, during a term, of an easement enjoyed by the settled land as dominant tenement; and this seems to afford some argument against supposing that the power of sale authorizes the release in perpetuity of such an easement. But the question does not appear to have been foreseen, and, therefore, its solution cannot be confidently predicted.

Various provisions are made to secure the proper exercise of the powers of leasing, into which we need not enter at present; but we may remark that the power to make a building lease at a peppercorn rent for the first five years of the term, which we have always thought monstrous when imported by the Conveyancing Act into a mortgage, and conferred upon the mortgagor, seems to be comparatively free from objection when imported by the present Act into a settlement, and conferred upon the tenant for life: see section 8, sub-section (2).

(7.) By section 12 a tenant for life is empowered to make leases (i.) to give effect to contracts for leases entered into by his predecessors in title where such leases, if made by the predecessor, would have bound his successors; (ii.) to give effect to covenants for renewal, performance whereof could be enforced against him; and (iii.) to confirm a voidable lease; "but so that every lease, as and when confirmed, shall be such a lease as might at the date of the original lease have been lawfully granted, under this Act, or otherwise, as the case may require."

It may be doubted whether this section is not superfluous; but it may be a prudent precaution to forestall doubts by inserting what is not strictly necessary. The words between inverted commas are perhaps somewhat obscure. Can they be intended to provide, that both the maker of the voidable lease, and also the person confirming it, shall, at the dates of their respective acts, be entitled to grant the lease as its terms stand at the time of confirmation?

(8.) By section 13 a tenant for life is empowered to accept, with or without consideration, a surrender of any lease, whether made

under the Act or not; and such surrender may relate to the whole, or only part of the land comprised in the lease. On a partial surrender, the rent may be apportioned; and on the grant of a new lease, the value of the lessee's interest under the surrendered lease may be taken into account in fixing the rent.

(9.) By section 14 a tenant for life of a manor comprised in the settlement, is empowered to licence the copyholders to make any such leases of their copyhold lands "*as the tenant for life is by this Act empowered to make of freehold land.*"

A copyholder cannot, except by special custom of the manor, lease his copyhold for longer than a year without a licence in that behalf from the lord. Any attempt to lease for a longer term operates a forfeiture.

Though the tenant for life of a manor is empowered to licence leases of copyholds of the manor which may endure beyond the term of his own interest in the manor, yet it will be seen that, as regards manors which are not comprised in the settlement, the Act shows an intention to avoid encroaching on the rights of the lord. The leasing powers of the tenant for life of lands seem to extend only to freeholds, not to copyholds. The words which we have placed in italics are, we believe, the first indication given by the Act of this restriction; the reader will in vain search the previous sections devoted to powers of leasing for any hint of it. We think that a restriction of such importance ought to have been much more clearly expressed; if, indeed, it can be said to have been expressed at all. Our inference as to the existence of the restriction seems also to follow, though not too obviously, from some of the language of section 20. That section deals with the general question of the validity of conveyances and leases made in pursuance of the Act; and sub-section (2), (i.), provides that these shall be subject to "all estates, interests, and charges having priority to the settlement." We think that these words will probably be held to include the rights of the lord in relation to copyholds, though they are not very well adapted to the purpose.

(10.) Section 16 empowers the tenant for life, in connection with a sale or grant or lease for building purposes, to appropriate and lay out for the general benefit of the residents on the settled land, any parts thereof for streets, gardens, &c., and to make arrangements for their continued repair and maintenance.

Deeds executed for giving effect to this section may be enrolled in the Central Office of the Supreme Court. The reader will remember that section 2 of the Conveyancing Act, 1882, which makes provision for official searches in the Central Office, does not apply to deeds enrolled under any statute.

(11.) A tenant for life, impeachable for waste in respect of timber, may, on obtaining the consent of the trustees of the settlement, or an order of the court, cut and sell "timber ripe and fit for cutting" (section 35).

Since one-quarter of the net proceeds of sale are allowed by the Act to go as rents and profits, it is obvious that a tenant for life, impeachable for waste, ought not to be left to his own unassisted opinion as to what timber on the land is "ripe and fit for cutting." Some of our readers may perhaps fail to see why the Act makes the tenant for life this gratuitous present out of the pocket of the remainderman, instead of giving him only what belongs to him under the existing law—viz., the annual dividends of any investments representing the money; or giving him what he might obtain by a judicious exercise of the powers of the Act—viz., the increased income resulting from judicious application of the money in improvement of the land.

A similar gift (more reasonably) is made in respect of moneys received as mining rents (see section 11).

We may remark that the meaning of the epithets "ripe and fit for cutting," as applied to timber, has not yet been ascertained with exact precision, and that some difficulty may be experienced in practically interpreting this provision.

(12.) Section 31, with considerable minuteness of detail, empowers a tenant for life to make, vary, rescind, and accept surrenders of, contracts for any of the above-mentioned purposes of the Act.

(13.) The tenant for life of land, with which personal chattels devolve under a trust, may, under an order of the court, sell such chattels (section 37).

Such chattels are often, but improperly, styled heirlooms. They would vest absolutely in the first tenant in tail who becomes

entitled in possession to the land. The money arising from their sale may be invested in other chattels to be held upon the same trusts; but, unless this is done, the money is treated as capital money arising in any other way, and the peculiar interest of the first tenant in tail so becoming entitled is not specially protected.

A tenant for life whose interest relates to an undivided share of land may concur with any person having power to dispose of any other undivided share, "in any manner and to any extent necessary or proper for any purpose of this Act" (section 19).

The Act has done its best to prevent the tenant for life from being, either by his own act or by the act of anyone else, deprived of the powers which it confers upon him. By section 50 it is provided that these powers shall not be capable of assignment (including assignment by operation of law) or release; and that they shall remain exercisable by the tenant for life, after and notwithstanding any assignment, by operation of law or otherwise, of his estate or interest under the settlement. And any contract by tenant for life not to exercise any of the powers is void (sub-section 2). Some doubt may, perhaps, be felt whether the powers in question ought to be exercisable by a bankrupt tenant for life. But the provision seems to be quite in accordance with the general policy of the Act; which is, in fact, not to protect settlements, but to relax them so far as was thought by its authors to be necessary for the public good. If the tenant for life has assigned his interest for value, he cannot exercise the powers to the prejudice of the assignee; but, unless the assignee is in possession, his consent is not necessary to the making of leases, provided they be made at the best rent reasonably obtainable and without fine. Section 51 makes void any provision contained in a settlement, by which any attempt is made either to restrain the tenant for life from exercising the powers, or to punish him for their exercise by forfeiture. But in exercising the powers the tenant for life is, as regards the other parties entitled under the settlement, generally subject to the duties and liabilities of a trustee (section 53).

The foregoing account, we believe, will be found to exhaust the list of means open to a tenant for life, whereby, under the powers conferred by the Act, moneys, whether regarded as capital moneys or as income, can be raised by the tenant for life. To moneys which come under the head of income, he is of course entitled during his tenancy. The next subject for consideration is the division of moneys into capital moneys and income, and the methods in which the former may be employed under the Act.

## SHOULD THE LODGER FRANCHISE BE RETAINED?

### I.

WE have, on a previous occasion, intimated our objection to this franchise owing to the great difficulties attaching to it from a legal point of view. It may, at first sight, appear a very reasonable thing that there should be such a qualification. Its introduction was one of those matters that give the legislator and the political journalist an opportunity for a little plausible congratulation of self or the party on the removal of a long-standing anomaly and so forth, but the practical legal difficulties and mischiefs that this qualification entails are probably never dreamed of except by those who are familiar with the work of registration in practice. From the information we have on the subject we believe that the legislation with regard to this franchise has opened the door widely to a most lamentable laxity of statement, and to the manufacture of qualifications of an extremely shaky and unsatisfactory nature. To what extent this opening is used must be uncertain, but there it is, ready for the unscrupulous if they choose to use it. We fear that it is hopeless to suggest the abolition of this franchise; there is so much unpopularity involved in the suggestion of the abolition of a franchise; but, nevertheless, we firmly believe that it ought to be abolished, and, notwithstanding the slenderness of our hopes, we will proceed to explain our objections to the qualification at some length.

To begin with, it is impossible to contend that a system of representation must be condemned because it does not give the franchise to every person presumably capable of its exercise



with discretion. Arguments are not wanting to show that a man who has property invested in the public securities of the country may have as great a stake in the good government of the country, and that he is presumably as likely to be a man of sound practical discretion, as a man who happens to occupy a house. The same might be said of the payment of so much income tax as a possible qualification for the franchise. And many other such qualifications might be suggested. But the sense of the country has, except in the case of the lodger franchise, rejected what have been somewhat contemptuously called "fancy" franchises. It is hardly within our province to discuss the question whether this rejection has been wise, but we refer to it as showing that it has been deemed impossible in practice to adopt all qualifications which may show the existence of a stake in the good government of the country, or the presumable capacity to exercise the franchise with wisdom and discretion. If, therefore, it can be shown that the working of the lodger franchise is attended with such unavoidable mischief and difficulty, from a legal point of view, as to render it an undesirable franchise, we do not think that an irrefragable answer is afforded by the suggestion that great numbers of lodgers are very fit persons to have votes.

Few will deny, we think, that the most indispensable requisite of a qualification is that it should be one of which the existence is capable of being clearly and easily ascertained. The great difficulty that attends the lodger franchise, at any rate as at present established, is the difficulty of defining, and ascertaining with certainty, the existence of the qualification, and this difficulty is two-fold, one branch of it arising from the existence or non-existence of the qualification being, in the nature of things, difficult to ascertain, even assuming the production of all the practically available evidence on the matter; the other arising from the impossibility of procuring, in many cases, the necessary evidence. The qualification is the occupation by the claimant as a lodger of lodgings of the annual value of £10 to let unfurnished for a certain time. First of all comes the much-vexed question, what is a lodger? We will not discuss this question at length, as it has been discussed by the judges in many judgments. The result of their language, irreverently paraphrased, is, in substance, very much like saying that only revising barristers can tell whether people are lodgers or householders. There is, however, not only the question whether a man is a householder or a lodger, but the question whether there is any distinction to be drawn between a boarder and a lodger for this purpose, and, if so, where the distinction is to be drawn. Every revising barrister who has had to revise a large borough knows the difficulty to which we refer. It is a very common thing for a man to occupy a bedroom exclusively, and to board with the family of his landlord. Assuming that the bedroom alone is worth £10 a year unfurnished, is this man a lodger within the meaning of the statute conferring the franchise? We do not see how he can be excluded from the definition of a lodger, as there is no technical sense of the word "lodger," and, if the popular sense of the word is to be considered, we believe that the great bulk of the lower middle classes mean, in most cases, by the word "lodger," a person who boards in this way. The fact that the householder retains a certain control over the bedroom is immaterial, for that is, according to the decisions, not only not fatal, but is absolutely essential, to the status of a "lodger." But then this state of things arises. The supposed lodger's landlord or landlady, as the case may be, is his father or his mother, or his uncle or his aunt. It is impossible, or very difficult, to say that the mere fact of the relationship prevents the existence of the status of a lodger when, in a similar case in the absence of such a relationship it would exist. The common practice in the case of families of moderate means is that the son, living at home, in the receipt of wages, contributes a certain sum to the family resources in respect of his board and lodging. It is impossible not to feel an uneasy consciousness that to hold this sort of boarder to be a lodger is giving the enactment a good stretch, but, on the other hand, it is difficult to find out any absolute solution of continuity. If a person who boards in another's house is qualified in respect of the bedroom which he occupies exclusively, if of the necessary value, practically it is impossible to exclude the case of these family arrangements, and yet it is impossible to avoid seeing that opportunity is thus afforded for

the manufacture of very doubtful qualifications. The truth is, that what constitutes the status of a lodger is in its nature so indefinite as not to afford a good legal basis for a qualification.

Then, again, the question of value gives rise in practice to almost insurmountable difficulties, and this question, too, arises in an aggravated form in connection with the class of cases to which we have already referred. We may be told that this difficulty is met in practice by revising barristers. We can only say that we believe it to be met, as it is alone possible to meet it, by the application of an arbitrary, rough-and-ready method such as really amounts to legislation on the part of the revising barrister. Of course, when rooms are actually let unfurnished, the rent affords a ready and satisfactory test of value, but these cases are generally a small minority, and in most instances the rooms are let furnished, or a lump sum is paid for board and lodging. Under these circumstances, how is the value of the lodgings to let unfurnished to be determined, bearing in mind that the barrister has hundreds of cases to investigate? There never is—it is doubtful whether, in the nature of things, there could be—any evidence in the nature of expert evidence as to the general letting value of rooms similar to the rooms in question, such as the evidence of skilled valuers in the case of valuations of house property. Strictly speaking, in order to eliminate the value of the rooms, the nature and value of the particular furniture in question, and the percentage to be allowed for rent of that must be investigated, and in the case of board being included, the extent and nature of the provisions supplied, the amount of gas, firing, washing, and such like. It will be quite obvious to any reasonable person that it is utterly impracticable to go into such matters at a revision court, and that the revising barrister would be no nearer coming to a satisfactory conclusion if he did go into them. We believe, from our own knowledge of what takes place at a revision court, and inquiry, that practically some rough scale is, in most cases, adopted, according to which a minimum amount is taken, in the case of sums paid for furnished lodgings, or for board and lodgings together, as including the necessary value for the lodgings only. But this is obviously very unsatisfactory. Different revising barristers may take different views, and the qualification be thus rendered quite different in one borough from the qualification in another. It is obviously extremely difficult, in many cases, to estimate the value of rooms on such a letting as appears to be contemplated by the statute, for the simple reason that they are not so let. We take it, that on a strict construction of the language of the Act, the rooms must be worth £10 if let as bare rooms with fixtures and the use, probably, of certain other parts of the house essential to all lodgings; but, in most cases, where lodgings are let, they are let with the addition of other conveniences and advantages, such as cooking and a certain amount of attendance, the supply of gas, and such like matters, or, in some cases, they are let with the facility for being boarded as well, and it is doubtful whether they could be let at all, and certainly not at the rent of £10 annually, without any such conveniences and advantages, even in cases where with them they let for much above the statutory limit. We do not believe that revising barristers generally take strict views on this question of value. If they did we believe much dissatisfaction would be created, as, in our opinion, the result would be to thin out the ranks of the lodger voters at any rate, in some towns, very considerably, and to eliminate from them many persons who, if this franchise is to exist at all, are as fit for its exercise as most people. Of course, it may be said that the burthen of proof is on the claimant of the vote, and if the revising barrister is not satisfied by really sufficient legal evidence of the value he must reject the claim; but we suppose that if the revising barrister took a stringent course he must disallow ninety-nine out of every hundred lodger claims. This would be to defeat the intention of the Legislature, and practically there is much difficulty in applying so stringent a mode of treatment in a revision court.

We are leaving at present out of consideration the working of the provision of the Act of 1878, by which the lodger's claim is made *prima facie* evidence of his right—one of the most extraordinary pieces of legislation ever devised. We propose to deal with that hereafter, when dealing with the second branch of the difficulty attendant upon the lodger franchise. The objections

we have been considering relate rather to the uncertainty of the qualification, assuming that all the evidence of the facts that is practically producible is produced. In a subsequent article we propose to deal with the difficulties arising from the non-production of evidence of the facts.

## CORRESPONDENCE.

### THE REMUNERATION ORDER.

[To the Editor of the Solicitors' Journal.]

Sir,—I think the suggestion made by "A Solicitor" in his letter to you of the 6th inst., and which appears in your issue of the 11th inst., is one which, if possible, should be carried into effect, and a meeting of London solicitors should be called to consider the Remuneration Order with a view to its modification. In twenty years' experience in a London office I recollect but one case in which the negotiation fee could possibly have been charged in the terms of the Order, and I am not certain that in that case the solicitor could be said to have "arranged the price," for the client was consulted before each new offer was made and the amount of the advance in price agreed on. The negotiation fee, so far as London solicitors are concerned, is a fallacy.

Again, the fact that most of the properties with which London solicitors have to deal are situated in Middlesex throws upon them the extra responsibility of searching the Middlesex Registry, and the extra work involved in the preparation, execution, and registration of a memorial; why should not provision be made for this extra work as is the case in the scale of legal charges contained in the rules of building societies? London and country solicitors are not on the same footing in this respect.

The provision as to a solicitor being unable to charge for his work connected with a sale by auction, if a commission be paid to an auctioneer, is unjust in the extreme. Say a house is sold by auction for £600; can it be maintained that a sum of £9 is a sufficient remuneration to a solicitor for instructions, perusing the deeds, preparing the conditions of sale and attending the sale; deducting the title, including the preparation of an abstract of, say, ten or fifteen sheets, approving the draft conveyance, and completing the matter? The amount is absurd.

The constitution of the tribunal for the framing of the Order is most unfortunate, as it can be offering no disrespect to the judges sitting on it to say that they cannot possibly have a special knowledge of the matters upon which they are called to decide. A committee of taxing masters and solicitors would have formed a much fairer tribunal.

I am sure the London solicitors would accept with gladness a fair and equitable scale of charges, but the scale sanctioned by the late Order is neither fair nor equitable, and, in common justice, should be altered. I trust some influential body or solicitor will take the lead in this matter, and convene a meeting of London solicitors with a view to a modification of the Order, and I am sure the support of the general body of London practitioners may be counted on, for their dissatisfaction with the Order is, so far as I know, universal.

W. T. WALLER.

2, Duke-street, Adelphi, W.C., Nov. 16.

[To the Editor of the Solicitors' Journal.]

Sir,—I enclose copy of a circular letter and questions which the profession here have sent to the Associated Provincial Law Societies and other members of the profession.

F. DANNY-PALMER, Hon. Sec.

Great Yarmouth, Nov. 15.

[The following are the circular and questions referred to by our correspondent:—

Great Yarmouth, Norfolk, 15th November, 1882.

Dear Sir,—The Committee of Solicitors practising in this town, having held a meeting to consider the probable effect of the provisions of the Solicitors' Remuneration Act, 1881, and the orders issued under it, with regard to the costs to be allowed in conveyancing matters, request me to send you the enclosed queries, which they will be much obliged if you will answer and return to me at your early convenience.

Auctioneers have hitherto been paid in this district by commission on the amount of the sales effected by them, a practice to which our committee would specially draw your attention, as it appears to them that payment to auctioneers in that form, in the interest of our profession, can be no longer retained.—I am, faithfully yours,

F. DANNY-PALMER, Hon. Sec.

1.—Has your society taken into its consideration the orders issued under the Solicitors' Remuneration Act, 1881, and, if so, with what result?

2.—How are auctioneers remunerated in your town and district in respect of sales of real estates, and on what scale?

3.—Is it proposed to make any alteration with regard to such remuneration consequent upon the provisions of the above-named Rules and Act.

4. Is it contemplated that solicitors should in future act as auctioneers in your district, in respect of matters in which they are professionally concerned?

5.—Are auctioneers in your district generally employed and paid by the client selling the property, or by their solicitors?

6.—The committee will be glad of any suggestions or remarks arising upon or from the above questions, or which your society may consider to bear upon the points raised by any of them.]

### THE SETTLED LAND ACT, 1882.

[To the Editor of the Solicitors' Journal.]

Sir,—A case which has recently occurred in actual practice raises a point with regard to the interpretation of the Settled Land Act, 1882, to which, so far as I am aware, attention has not yet been drawn, and which, I think, is of some interest.

A lady, seized of land in fee simple in possession, dies, leaving her husband, who becomes tenant by the curtesy, and an infant son, her heir-at-law. It is desired to sell the land.

Section 58 (viii.) of the Act enumerates a tenant by the curtesy amongst the limited owners who are to have the powers of a tenant for life under the Act. Section 45, however, provides that a tenant for life, when intending to make a sale, is to give notice of his intention to the trustees of the settlement, and to their solicitor, before the making of the sale, or of a contract for the same. The meaning of this provision is, perhaps, not free from doubt, but I have elsewhere (Settled Land Statutes, p. 89) ventured to suggest that the true construction thereof is that where there are no trustees of the settlement (or only one such trustee) it will be necessary for the tenant for life to appoint, or cause to be appointed, trustees, to whom the prescribed notice may be given.

The 38th section empowers the court to appoint "fit" persons to be trustees under the settlement for purposes of the Act. But in the case before us the estate of the *quasi*-tenant for life arises by the operation of the common law, and there is no "settlement" (see definition of settlement in section 2) under which trustees can be appointed by the court or otherwise.

Under these circumstances, one of two alternative consequences would seem necessarily to follow: either, that, though by the Act the powers of a tenant for life thereunder are given to the tenant by the curtesy, they are in his case latent and incapable of exercise, inasmuch as the conditions necessary for their exercise do not exist, and no power is given by the Act to call such conditions into existence; or, that a tenant by the curtesy has far greater and more unrestricted powers than an ordinary tenant for life under a settlement, inasmuch as the former may sell or otherwise dispose of the settled land without giving any notice to any trustee or other person.

But if the latter view be adopted, may it not be extended so as to affect the interpretation of the provisions of the 45th section? It may be urged that, if it is to be held that a tenant by the curtesy, inasmuch as there are no trustees, can exercise his powers without reference to any trustees, it is unreasonable to construe the 45th section so as to impose restrictions as to notice upon a tenant for life under a settlement, of which there are no trustees (or only one trustee) within the meaning of the Act, and that, consequently, the obligations prescribed by that section are only to apply to cases where there are two or more "existing trustees of the settlement" at the time the tenant for life forms an intention of exercising his powers.

L. G. GORDON ROBBINS.

4, Stone-buildings, Lincoln's-inn, Nov. 16.

### THE OPTION TO CHOOSE YOUR JUDGE.

[To the Editor of the Solicitors' Journal.]

Sir,—It is certainly worth considering whether it would not be wise to deprive the plaintiff in a chancery action of the privilege he now enjoys of choosing his own judge. At present, if the counsel who settles the writ exercises the choice, the action is set down before a judge thought the most likely to take a favourable view of the plaintiff's case. If the solicitor choose, regard is taken of the judges' chambers in which the solicitor considers he has the most influence, and can, therefore, the most easily gain a victory over the defendant. Naturally, the defendant is never asked what judge he would prefer, or what chamber staff he would choose to appear before! Except in those cases where a solicitor represents all parties, whatever advantage is gained from the present system is an advantage to the plaintiff, and, in the same degree, a disadvantage to the defendant.

It is not, as "A London Solicitor" seems to think, a question of equalization of work, but a question of justice. Indeed, the adoption of a method of strict rotation would probably result in a still greater inequality than at present in the number of cases awaiting trial before the judges. Each judge would, it is true, have precisely the same number of actions assigned to him. But differences in age, in learning,



in being quick to apprehend, or slow to decide, in being sent on circuit, or being put on "half-time," like the courts of Mr. Justice Fry and Vice-Chancellor Hall before the Long Vacation—these circumstances would cause more inequality in the number of actions before the judges than the present system does. But causes could be transferred then as now.

It appears to me, as I have said, simply a matter of justice. Ought the defendant to be obliged to defend himself in a court and before judges chosen by the plaintiff, who has made the choice solely because he believes it will prove most favourable to himself?

A Q.C.'s CLERK.

#### MARRIED WOMEN'S PROPERTY ACT, 1870.

[To the Editor of the Solicitors' Journal.]

Sir,—The note below seems to furnish your correspondent "Inquirer" with an answer to his inquiry in to-day's JOURNAL. It appears in the Married Women's Property Act, 1870, with notes by J. R. Griffith, barrister-at-law, 1871, pp. 10, 11 (note d.).

Nov. 11.

MARRIED WOMEN'S PROPERTY ACT, 1870.—On the death of the wife intestate the husband will succeed to her real estate as tenant by the curtesy where such right exists; and to her personal estate, if in action, as her administrator (*Bondley v. Fielder*, 2 My. & K. 57), if in possession, in his marital right (*Molony v. Kennedy*, 10 Sim. 254), subject as to such personal estate to the payment of her debts.

#### TOUTING.

[To the Editor of the Solicitors' Journal.]

DIFFICULTIES.—A tradesman, recently involved in legal matters and pecuniary troubles, is pleased to strongly recommend a clever and conscientious Solicitor, in all respects worthy of confidence.—Address, Gratitude, Box 2,990, Postal Department, "Daily Telegraph," Fleet-street, E.C.

Sir,—I cut the enclosed out of the *Daily Telegraph*, and, as this kind of "touting" seems considerably on the increase, I forward it to you.

Would it not be satisfactory if some one wrote to this grateful advertiser for the name of this "clever and conscientious solicitor" (?)—but, perhaps, he would think the inquirer not "worthy of confidence."

November 15. E. J. G.

#### CASES OF THE WEEK.

LEGACY FREE OF ALL DEDUCTIONS.—DEDUCTION OF INCOME TAX.—OPERATION OF ORDER MADE "UNTIL THE FURTHER ORDER OF THE COURT."

—*RES JUDICATA*.—In a case of *Pearreth v. Marriott*, before the Court of Appeal on the 10th inst., a question arose as to the liability of an annuitant to pay income tax, the annuity being directed by the testator to be paid free of all deductions. William Pearreth, who died in 1854, by his will directed his trustees, out of certain real and residuary personal estate, to pay to his widow such an annual sum as, with her settlement funds, would produce to her a clear annual income of £1,500; and the testator declared that no deduction should be made from any of the legacies given by his will for the legacy tax or any other matter, cause, or thing whatsoever. There was another point raised as to the operation of the words, "until the further order of the court," inserted in a decree; for it appeared that in 1861 Wood, V.C., made an order in the suit, which was one instituted in 1856 for the administration of the testator's estate, whereby directions were given that a sum of £71, which had been deducted by the trustees in respect of succession duty upon the annuity should be made good to the widow, and whereby it was further ordered that the annuity should be paid by half-yearly payments, on the days therein named, "until the further order of the court," out of certain specified funds, free of all deductions except income tax. The annuity had, accordingly, been paid down to the present time with the income tax deducted. In consequence, however, of the recent decision in *In re Bannerman, Bannerman v. Young* (51 L. J. Ch. 449), the annuitant presented a petition asking for a declaration that she was entitled to her annuity without deduction for income tax, and that the deductions made upon that account, amounting to more than £800, might be made good out of the testator's residuary estate. Bacon, V.C., held that the matter was not *res judicata* by reason of the order made in 1861, and made the order asked by the petition: see 30 W. R. 884. It further appeared that several of the persons interested in reversion in the residue of the testator's estate had settled their shares and that others had sold theirs. The Court of Appeal (JESSEL, M.R., and COTTON, L.J.) now reversed the Vice-Chancellor's decision. JESSEL, M.R., in giving judgment, said that the question of income tax appeared to have been already decided as between these parties by the order made in 1861. The plaintiff, who was an annuitant, claimed payment against the executors by asking for an administration decree. The usual administration decree was made and the annuity was provided for. Then it appeared that, at first, the trustees deducted both succession duty and income tax. But the order made in 1861 directed the amount deducted for succession duty to be made good, and provided for the payment of the annuity until further order, free of all deductions except income tax. That was equivalent to a judgment, and was a decision, as between the parties, that that was the proper amount to be paid. It was clear that the question was before Wood,

V.C., because he corrected the mistake which had been made about the succession duty, and ordered the other deduction to continue. Since then some of the legatees had settled and others had sold their reversionary interests in the residue, and these things had been done upon the footing of that order. It was a plain case of decision. But for the satisfaction of the parties his lordship added that, subject to anything that might have been addressed to the court by way of argument, he was of opinion that the order made in 1861 was perfectly right. COTTON, L.J., said that the order of the 12th of July, 1861, was a clear decision on the rights of the parties. That order provided for the refunding of an amount which had been deducted by way of succession duty, but ordered the deduction to continue with respect to income tax. It was urged that that was only until further order; but the judgment was final as to the rights of the parties and temporary only as indicating the mode of making the payments—that was, half-yearly out of certain funds. His lordship thought, therefore, that the petitioner was precluded from raising the question now. His lordship added that he in no way dissented from the opinion which had been expressed by the Master of the Rolls. He did not like expressing his own opinion without hearing the argument; and it was only upon the suggestion of the Master of the Rolls that he said this for the satisfaction of the parties. That was his opinion, however, subject to argument.—SOLICITORS, A. F. & R. W. Twissell; Park Nelson, Morgan & Gemmell.

PRACTICE—REDEMPTION DECREE—MORTGAGOR'S ACCOUNTS—POWER TO SUBPENA WITNESSES AFTER DECREE.—In a case of *Raymond v. Tapsen*, before the Court of Appeal on the 10th inst., a question arose as to the right to subpena witnesses, after decree, without leave of the court. The plaintiff had obtained a redemption decree, and accounts were being taken in chambers. The same solicitor, a Mr. Gill, practising at Plymouth, had acted for both the mortgagor and mortgagee; and had received the rents and kept accounts. The plaintiff desired to put in evidence an account kept by Mr. Gill. This was rejected. The plaintiff then issued a subpena to Mr. Gill in order that he might, by examination of him, prove the account. Mr. Gill attended upon the subpena, but he, as well as the defendant, objected to his examination, upon the ground that the leave of the court was necessary before issuing a subpena to take evidence after decree. The plaintiff then obtained from Mr. Justice Kay an order requiring the witness to attend at his own expense and submit to examination. The Court of Appeal (JESSEL, M.R., and COTTON, L.J.) now affirmed this decision. JESSEL, M.R., said that after the redemption decree the mortgagor's solicitor tendered as evidence the receiver's account which was very properly rejected. He then issued a subpena under the old practice, in order, by examining the receiver, to prove the account. The receiver attended, but objected to give evidence. It was said in support of the refusal to give evidence that no subpena could issue after decree without the leave of the court; but, in his lordship's opinion, a subpena could be issued at any time without leave. That had always been the practice before the Judicature Acts, and, upon the whole, it had worked well. No doubt the unlimited power of issuing subpenas might be abused; but then a party was subject to the control of the court, which would certainly restrain a party who abused the power. The great expense of bringing up witnesses was another very wholesome check. Since the Judicature Act, also, any solicitor could issue out a subpena to any one, and his lordship saw no reason for requiring the leave of the court. Then it was said that it was not proper to exercise the right at this stage of the proceedings; but his lordship could not call what the plaintiff desired to do an abuse of the practice. It did not appear that a single penny would be wasted by this course. The application was, therefore, not open to any objection, either as irregular or as an abuse of the practice. COTTON, L.J., concurred.—SOLICITORS, Gush & Phillips; Arthur Chess.

PRACTICE—SERVICE OF WRIT OUT OF JURISDICTION—JUDICATURE ACT, 1875, ORD. 11, R. 1.—In a case of *Re Eager, Eager v. Johnston*, before the Court of Appeal on the 10th inst., a point of practice was decided with regard to the rules as to service out of the jurisdiction. The testator had lived and died in Ireland. He gave all his property upon trusts in favour of the plaintiff who was an infant. The defendant, who was the sole executor, lived in Scotland. He had proved the will in Ireland. The testator's property was entirely situated in Ceylon. The plaintiff, who had been unable to obtain any accounts from the defendants, and desired to have the estate administered in this country, applied *ex parte*, and by way of appeal from Mr. Justice Day, sitting as Vacation Judge, for leave to serve the defendant with the writ in Scotland. It was admitted that the circumstances of this case were not provided for by the rules under the Judicature Act: ord. 11, r. 1; but it was urged that before the Judicature Act the court would have allowed service out of the jurisdiction in such circumstances: *Drummond v. Drummond* (L. R. 2 Ch. 32). Their lordships (JESSEL, M.R., and COTTON, L.J.) dismissed the application, holding that the old practice upon the point was entirely done away with, and that if a case could not be brought within the terms of ord. 11, r. 1, there could be no service out of the jurisdiction granted.—SOLICITORS, Wright & Co., for E. T. Ratcliffe, Birmingham.

PRACTICE—APPEAL UPON POINT OF LAW—STATING OF TRIAL OF ISSUES PENDING APPEAL.—In a case of *In re J. B. Palmer's Application*, before the Court of Appeal on the 10th inst., a question of practice arose as to stating the trial of issues of fact pending an appeal upon a question of law. In July, 1876, Messrs. J. B. Palmer & Sons registered as their trade-mark, under the Trade-Marks Registration Act, 1875, the words "Braided Fixed Stars," in respect of lucifer matches manufactured by them. In October, 1881, Messrs. Bryant & May, who were also manufacturers of matches, applied by summons that the registration by Messrs. Palmer might be cancelled, upon the ground that the words registered were only a proper description of a certain kind of

matches made by Palmer & Sons under a patent which had recently expired, and could not, therefore, be registered as a trade-mark. Upon a consideration of sections 3, 5, and 10 of the Trade-Marks Registration Act, 1875, Chitty, J., before whom the summons came, decided, as a question of law, that as the words had been registered for upwards of five years, the registration was indefensible. He therefore declined to hear evidence as to whether the words were originally properly admissible as a trade-mark or not. This decision was overruled by the Court of Appeal, who remitted the case to the learned judge to be heard upon the evidence. From the decision of the Court of Appeal upon the question of law, Messrs. Palmer had appealed to the House of Lords, and they now applied by original motion to the Court of Appeal to stay the hearing of the evidence as to the original admissibility of the words used pending the decision of their appeal to the House of Lords, on the ground that if that appeal should be successful it would render the taking of the evidence unnecessary. The court (JESSEL, M.R., and COTTON, L.J.) dismissed the application. JESSEL, M.R., said that the application was an entirely unprecedented one. The matter arose upon a summons under the Trade-Marks Registration Act; but in substance it was equivalent to an action, being tried before the judge upon oral evidence. The respondents to the summons took a preliminary objection upon a point of law. The judge allowed the objection, and in that view it had, of course, been unnecessary to go into the evidence. The Court of Appeal, however, overruled the objection, and directed the trial to proceed. If the judge had taken the same view when the case was originally before him, he would have heard the evidence then, and the case would have been over long ago. The respondents, however, had appealed to the House of Lords, and asked to stay the trial of the issues upon the ground that, if they succeeded, the costs of trying the issue would be thrown away. But Messrs. Bryant & May were perfectly solvent, so that in any event no loss would fall on the respondents. On the other hand if the House of Lords affirmed the decision, the applicants' trial would be delayed about two years, with, perhaps, a loss of important oral evidence, which would be a serious injustice. The application must, therefore, be dismissed. COTTON, L.J., said that no doubt the court had power, under ord. 58, r. 16, to do what was asked in a proper case; but he agreed with the Master of the Rolls, that no sufficient cause had been shown in this case.—SOLICITORS, *Hollans, Son, & Coward*; *Wilson, Bristows, & Carmichael*.

**BENEFIT BUILDING SOCIETY—OVERDRAFT ON BANKERS—LOAN—BANKER'S LIEN—BORROWING POWERS.**—In a case of *The Blackburn and District Benefit Building Society v. Cunliffe, Brooks, & Co.*, in the Court of Appeal on the 8th and 9th insts., the question arose whether an overdraft on the banking account of a friendly society, having no power under its articles to borrow, was a loan, so as to make the overdraft illegal, and deprive the bankers of their lien on certain documents of the society. The society, which was established under the statute of 6 & 7 Will. 4, c. 32, had no borrowing powers, but was authorized to keep a banking account. This account, which was kept with the defendants, was from time to time greatly overdrawn, and in consequence, on the 27th of September, 1876, a memorandum, signed by the secretaries and solicitors of the company, was handed to the defendants, giving them a lien upon all deeds and documents of the society deposited with them, and limiting the amount of future overdrafts to £25,000. From that time to the date of the action the balance of account varied greatly from time to time, and at the date of the action the overdraft, which had previously been very large, had been reduced to about £1,300, such reduction being partly made by payments to the bank by borrowing members, for the purpose of releasing their title deeds, between the date of the presentation of a winding-up petition and the winding-up order which was subsequently made against the society. The official liquidators then brought this action for the delivery up of the documents of the society by the defendants, and to recover all sums so paid to the defendants, as aforesaid, since the winding-up petition. It was admitted for the purposes of the action that the amount overdrawn by the society had been applied, partly in payments to withdrawing members, and partly in payment of salaries and other expenses of the society, and expenses in connection with certain mortgaged colliery and other property. The Vice-Chancellor for the County Palatine of Lancaster decided that the overdrafts were a borrowing and illegal, and ordered the defendants to deliver up all the documents of the society in their possession; but refused to order an account of the moneys paid to the bank since the petition. The defendants appealed on the question of their lien, and the plaintiffs entered a cross-appeal with respect to the payments to the bankers since the petition. The Court of Appeal (Lord SELBORNE, C., JESSEL, M.R., and COTTON, L.J.) considered that, if the amounts overdrawn by the society had been applied in the liquidation of lawful debts and liabilities of the society, so as to have merely the effect of charging the creditor, and not of increasing the liability of the society, such borrowing was lawful, and gave the bankers a lien for the amounts so applied, and that, as the admissions showed that some portion of the advances had been so applied, an account must be taken to ascertain the amount of such portion. The account was ordered to be taken from the time when the society last had a balance in their favour, and all the repayments by the society in reduction of the overdrafts from that date were to be appropriated to such portions of the overdrafts as had been properly applied as aforesaid. The defendants were to have a lien on the documents for the balance, if any, of such properly applied advances remaining unpaid. The court also ordered an account of all sums which had been paid to the bankers by borrowing members since the winding-up petition, and payment by the bankers of such sums to the official liquidators.—SOLICITORS, *Addleshaw & Warburton*, Manchester; *William Dargor*, Liverpool.

**PRACTICE—SHORT NOTICE OF MOTION BY SPECIAL LEAVE—FORM OF**

**NOTICE TO BE SERVED.**—In a case of *Dawson v. Beeson*, before the Court of Appeal on the 11th inst., a question arose as to the proper form of the notice to be served when special leave has been given to serve short notice of motion. On the 25th of July the plaintiff obtained leave from Chitty, J., to serve the defendant with notice of motion with the writ. A notice of motion was then served on the defendant at Sheffield, on the 26th, giving notice that the court would be moved on Friday, the 28th of July, 1882, for an injunction to restrain the defendant from intermeddling with the book debts or assets of the partnership subsisting between the plaintiff and defendant, and for a receiver and other relief. The notice of motion concluded as follows:—"And also take notice that special leave to serve you with this notice and with the writ of summons has been obtained this day from the Hon. Mr. Justice Chitty.—Dated, 25th July, 1882." The defendant did not attend on the 28th, and the order asked for was made in his absence. On the 4th of August the defendant moved to discharge the order, on the ground that it had been made in his absence upon an insufficient notice of motion, the notice not stating that the court had granted leave to serve "short" notice of motion. On this application Chitty, J., refused to discharge the order on the ground of irregularity, but gave the defendant leave to amend his notice of motion by asking that the order might be discharged upon general grounds. The defendant then filed evidence as to his merits, and moved before North, J., sitting as Vacation Judge, to discharge the order of the 28th of July; but, upon this occasion, he relied only upon the alleged irregularity, and did not go into merits. No order was made upon this application except that the defendant should pay the costs of it. The defendant now renewed his application in the Court of Appeal. Their lordships held that the notice of motion had not been sufficiently explicit, and that the defendant would have been entitled to have it discharged upon that ground; but as the defendant had had an opportunity of having his case heard upon the merits, no injustice was done by not allowing him to succeed upon a very technical point. After hearing the merits, their lordships (JESSEL, M.R., and COTTON, L.J.) varied the order in one particular, and directed the costs of both parties to be costs in the action. JESSEL, M.R., in giving judgment, said that a very important point of practice was raised. His own impression had been that it had not been the usual practice to state that the court had given leave to serve short notice of motion; but a case in the *Jurist* had been found (*Harris v. Lewis*, 8 Jur. 1066) in which Knight Bruce, V.C., had established the practice, so far as he was concerned, that when an applicant obtained leave to serve a short notice of motion he ought to state that leave to serve short notice on a particular day for a particular day had been given. That seemed only reasonable. The person served was entitled to know that the court had dispensed with the usual notice, and that he was bound to appear; and now that the matter had been discussed, that it must be understood that that was to be the practice for the future. COTTON, L.J., said that he had always understood that where, by the practice of the court or by a rule, a certain length of notice was required to be given, then, when the court dispensed with the usual length of notice, the notice served ought explicitly to state that the time for appearing had been shortened by the court. Here the notices did not state that the leave of the court had been obtained to serve short notice, and was, therefore, one which the defendant was entitled to disregard. That was borne out by the case of *Harris v. Lewis*. The Master of the Rolls had supposed the practice to be the other way, but now that his lordship concurred it would be understood that that was to be the practice for the future at any rate.—SOLICITOR, *J. Chapman*.

**VOLUNTARY SETTLEMENT—ASSIGNMENT OF LEASEHOLDS—DEFEATING CREDITORS—CONSIDERATION.**—13 ELIZ. c. 5.—In a case of *Ridler v. Ridler*, before the Court of Appeal on the 9th inst., the question arose as to whether a settlement of leaseholds was a voluntary settlement within the 13 ELIZ. c. 5. The action was for the administration of the estate of a testator who had, in 1872, given to the Worcester City and County Banking Company a guarantee to secure his son's banking account to the extent of £1,000. In 1877 the testator voluntarily assigned certain leaseholds to another son in trust for himself for life, with remainder in trust for that son and a daughter for their joint lives, and for the survivor absolutely. At that time the testator's property consisted of the said leaseholds, of a debt of £1,500 due from his first-mentioned son, and furniture worth about £150. In 1880 the first son filed a liquidation petition, and paid a composition of 3s. 4d. in the pound. The bankers brought an action against the testator upon his guarantee, but the testator died before any defence had been put in, having appointed his second son and his daughter executrix and executor of his estate. The bank then moved in the administration action by way of summons for a declaration that the settlement of the leaseholds by the testator was voluntary and void under the 13 ELIZ. c. 5. Bacon, V.C., dismissed the application, on the ground that no evidence of intention to defraud the creditors had been shown. The Court of Appeal (Lord SELBORNE, C., JESSEL, M.R., and COTTON, L.J.) reversed that decision. Lord SELBORNE, C., said that in order to make a voluntary settlement void under the statute it is not necessary to show insolvency at the time or intention to defraud or delay creditors. If the circumstances are such that it is very probable the result of the settlement will be to delay creditors, the intent will be supplied. In the present case the settlor left himself nothing but a life interest in the leaseholds, furniture worth £150, and a debt of £1,500 due from the very man whom he had guaranteed. It was obvious that the settlor did not leave himself sufficient to meet this guarantee, and that the result of the settlement was to hinder the creditor. The settlement must therefore be set aside. JESSEL, M.R., concurred, and said that the case of *Price v. Jenkins* (L. R. 5 Ch. D. 619), which decided that a settlement of leaseholds was not voluntary, was decided under 27 ELIZ. c. 4, and not under 13 ELIZ. c. 5, which had a different purpose. COTTON, L.J., agreed that *Price v. Jenkins*



had no application to cases under 13 Eliz. c. 5, and concurred in the judgment.—SOLICITORS, *Chester, Maghew, & Co., for Marston & Sons, Ludlow; Routh, Stacey, & Castle, for Lane, Stratford-on-Avon.*

**SETTLEMENT—EQUITY TO—DECLARATION OF RIGHT TO—EXECUTORY TRUSTS—WAIVER—INFANT CHILDREN.**—In a case of *Pemberton v. Marriott*, before Fry, J., on the 10th inst., the question was raised whether a woman could waive her equity to a settlement, to which the court had declared her to be entitled, and so defeat the rights of her infant children under such settlement. The action was instituted by a married woman to obtain a settlement upon her and her children of property to which she was entitled under a will. The court declared that her property ought, after inquiries, to be settled, and that, if it appeared that she was entitled to the property, a settlement thereof should be approved, the trusts being for her for life, without power of anticipation, and after her death for her children. The inquiries were carried out, but no settlement had been made. The husband being now dead, the wife presented a petition asking that it might be declared that she was not bound by the declaration for a settlement, and might have her property for her own use. It was submitted, on behalf of her infant children, that she could not defeat their interests under the decree. FRY, J., said that the position of children in these cases was, so long as the settlement was executory, that of volunteers, and that they had no enforceable right until it was executed. In this case the settlement was executory, the court having contemplated that inquiries should be made, and, if the result proved satisfactory, an instrument of settlement executed. This had not been done, and, until it was done, the petitioner could abandon her rights, and the children could not prevent her from doing so.—SOLICITORS, *Church, Rendell, & Trehane, for Bird, Uxbridge.*

**ACT OF PARLIAMENT—INTERPRETATION OF WORD "TAKE"—METROPOLITAN STREET IMPROVEMENTS ACT, 1877 (40 & 41 VICT. c. 235), s. 33—LANDS CLAUSES CONSOLIDATION ACT, 1845, s. 121.**—In the case of *Spencer v. The Metropolitan Board of Works*, before Chitty, J., on the 3rd inst., and on which judgment was delivered on the 6th inst., a question of considerable importance was raised with respect to the interpretation of the word "take" in the 33rd section of the Metropolitan Street Improvements Act, 1877. The objects of the Act are the widening and improvements of streets in the metropolis, and with it is incorporated the Lands Clauses Act, 1845. The 33rd section, after reciting that the making of the street improvements in the Act referred to involved the removal of houses occupied by the labouring classes, and that it is expedient to provide accommodation for their displacement, enacts that the Board shall from time to time acquire or appropriate certain specified lands, and sell or let the same upon building lease for the purpose of erection of suitable dwelling-houses, or lodging-houses for persons of the labouring class; provided always, that before the Board shall, without the consent of one of her Majesty's Principal Secretaries of State, take, for the purposes of the Act, fifteen houses or more occupied at the time of the passing of the Act, either wholly or partially, by persons belonging to the labouring classes as tenants or lodgers, the Board shall prove to the satisfaction of such Secretary of State that sufficient accommodation in suitable dwellings has been provided elsewhere on lands specified; provided further, that one of her Majesty's Principal Secretaries of State may, if he think fit, after, or even before, the Board has acquired any of the lands specified, release the Board from the obligations imposed upon them with respect to the specified lands, provided the Board substitute in lieu thereof other lands equally available. The Board had served the plaintiff with notice to treat for sixty-three houses belonging to him, and nearly all of which were occupied by persons of the labouring classes. The plaintiff sent in his claim for compensation, accompanied by a notice that it was delivered without prejudice to all questions whether the Board was entitled to exercise their compulsory powers. The Board subsequently served the plaintiff with notice of summoning a special jury for assessing the purchase-money and compensation. The plaintiff then brought an action for an injunction to restrain the Board from acting upon the notice to treat until they had complied with the proviso in the 33rd section. The Board admitted that the requisite consent of the Secretary of State had not been obtained, and that they had as yet provided no accommodation for the persons to be displaced, but contended that the word "take" was to be read as "take possession," and that it was absurd to suppose that the intention of the Legislature was to impose upon the Board the expense and obligation of providing dwelling-houses for displaced persons at a time long antecedent to their displacement. CHITTY, J., said that the intention of the section was to protect the labouring classes. With reference to the interpretation of the word "take" in the Act, the rule enunciated by Lord Wensleydale in *Grey v. Pearson* (5 W. R. 454, L. R. 6 H. L. C. 106), and adopted in *The Caledonian Railway Company v. North British Railway Company* (29 W. R. 685, L. R. 6 App. Cas. 114) by Lords Selborne and Blackburn, must be taken into consideration. In the latter case it was said that the mere literal construction of a section of a statute ought not to prevail if it is opposed to the intentions of the Legislature as apparent by the statute; and if the words are sufficiently flexible to admit of some other construction by which that intention will be better effectuated. The preamble to the enactment in this section not only showed what the intention of the Legislature was, but it might also be said that if the Legislature had intended that "take" should mean "take possession," it would have been careful to have said so. His lordship, moreover, was of opinion, from an exhaustive survey of the sections of the whole Act, and of the Acts incorporated with it, and especially of the use of the word "take" in the 121st section of the Lands Clauses Act, 1845, that the word "take" must be said to be used as at least including "purchase," and that if there was any distinction between the two words, "take" was the stronger of the two. There was no ground for cutting down the intention of the Legislature. It had

been said that the Board might even proceed as far as actual conveyance, and that to hold otherwise would be to exceed the necessity of the case, but his lordship thought that if even by so holding the interests of the labouring classes would be in fact well protected, yet, by deciding in favour of the plaintiff, these interests would be better protected. It had also been said that the result of deciding against the Board would be to make the Act unworkable, but it was to be presumed that the consent of the Secretary of State would not be refused in a proper case. The injunction must, therefore, be granted.—SOLICITORS, *R. H. Veal; The Solicitor to the Metropolitan Board of Works.*

**INJUNCTION—SPECIFIC PERFORMANCE—AGENCY.**—In the case of *Bertram v. Ball*, before Chitty, J., on the 10th inst., the plaintiff moved for an injunction to restrain the defendant from sending circulars to customers representing that the plaintiff had ceased to be the defendant's agent. It appeared that by an agreement between the parties the plaintiff was constituted the agent of the defendant for certain purposes, and he now claimed specific performance of the agreement, and also contended that it was not so much an agreement or agency as an agreement of partnership. CHITTY, J., said that he considered that the agreement was neither a partnership nor the result of a partnership. That being so, the court could not interfere by an injunction to restrain the defendant from annulling the agency. It had long been the undoubted rule of courts of equity to decline to enforce the specific performance of a contract of agency, whatever might be the consideration, or whatever might be the terms of the contract, and even if the agency was an exclusive one and the payment to be made was to be a share of profits. The result was that the plaintiff had no case for an injunction, and the motion must be dismissed. Whether the agency had been rightly terminated or not was a totally different question.—SOLICITORS, *Webster; John Ras.*

**WILL—BEQUEST TO CHARITY—AMBIGUITY.**—In the case of *In re Dods's Trust*, before Chitty, J., on the 11th inst., a petition was presented by a Paris Foundling Society for payment out of court of a sum of £5,000 bequeathed by a testator to the "Treasurer for the time being of the French Orphan Foundling Society at Paris." It appeared that another Paris society for foundlings—viz., that which is well known as the *Hospice des Enfants Trouvés*—had also put in a claim for the legacy. CHITTY, J., under these circumstances, directed inquiries as to what was the charitable society meant and intended by the testator, and who was the proper officer of such a society to give a receipt for the legacy.—SOLICITORS, *Dixon, Ward, & Co.; Argles & Argles.*

**COMPANIES ACT, 1862, ss. 8-12—MEMORANDUM OF ASSOCIATION—ARTICLES OF ASSOCIATION—PAYMENT OF DIVIDENDS OUT OF CAPITAL—ULTRA VIRES.**—In the case of *Guinness v. Land Corporation of Ireland* also before Chitty, J., on the 10th and 13th insts., a motion was made for an injunction to restrain the defendants from proceeding with the allotment of shares. It appeared that by its memorandum of association the defendant company was incorporated with a nominal capital of £1,050,000, divided into 140,000 A. shares of £5 each, and 3,500 B. shares of £100 each, and that the objects of the company were the reclamation, improvement, &c., of land in Ireland. By the articles of association the subscriptions to the B. shares were, after the preliminary expenses of the company had been defrayed therefrom, to be formed into a trust fund for providing out of capital and income a preferential dividend of £5 per cent. per annum on the amounts for the time being paid up on the A. shares, and the income and capital of the trust fund was in no case to be used as working capital of the company, and was to be, in the event of a winding up, returned to the B. shareholders. CHITTY, J., said that the provisions of the Companies Act, 1862, s. 8, could not be said to have been complied with. The memorandum of association should have disclosed the scheme as one of the essential objects for which the company was incorporated. As this had not been done, the articles of association must be held to be ultra vires: *Ashbury Railway Carriage, &c., Company, v. Riche*, 24 W. R. 794, L. R. 7 H. L. 653. The scheme was also one which had as one of its objects the payment of dividends out of capital, and it had been said in a recent case (*In re Alexandra Palace Company*, 30 W. R. 733, L. R. 21 Ch. D. 149), that no subterfuge by which it was attempted to return capital to shareholders, and thereby to diminish their liability, ought to be countenanced by the court. This also was in conformity with what had been laid down in *In re The Dronfield Silkenstone Coal Company (Limited)* (29 W. R. 769, L. R. 17 Ch. D. 76), per Cotton, L.J., p. 95. His lordship, therefore, felt bound to grant the injunction, although with reluctance, because the scheme was conceived by the promoters without any improper purpose, and would have been legal but for the intervention of the statute. The costs of the action had been provisionally arranged.—SOLICITORS, *Freshfields & Williams; Young, Jones, Roberts, & Hale.*

#### SOLICITORS' CASES.

HIGH COURT OF JUSTICE.—QUEEN'S BENCH DIVISION.

(Sittings in Bank before MATHEW, J.)

Nov. 11.—*Taylor v. Haristons.*

Judgment was delivered in this case. The plaintiff, a solicitor, sued the defendant, the husband, for a sum of £217, the amount of a bill of costs incurred by the wife in endeavouring to obtain for her a separation from her husband, either by judicial decree or by consent. It appeared that in 1873 the plaintiff was sent for by the wife in consequence of differences between herself and her husband, and received instructions to institute proceedings for a judicial separation. The plaintiff at first endeavoured to bring about an

arrangement for a separation, but those efforts failed. The plaintiff then proceeded under the instructions of the wife to lay a case before counsel, and, on their advice, coming to the conclusion that there were no grounds for commencing a suit for a separation, declined to proceed further. The wife instructed another solicitor, and the suit was instituted, which came before Sir James Hannen, and terminated in a compromise and an agreement for a separation. The plaintiff sued the husband for his costs, first on the ground that the expenses incurred were legal necessities, as necessary for the wife's protection, and next on the ground that the wife had authority to pledge her husband's credit, at all events for the expenses of the negotiations, which, it was urged, had been carried on with his knowledge and assent. The plaintiff's claim for the costs was resisted on the ground that there was no reasonable ground for instituting the suit, and that the negotiations were carried on without the consent or sanction of the husband, the defendant. It was arranged at the trial that the learned judge should read the shorthand writer's notes of the evidence before Sir James Hannen, and should also consult him as to the reasonableness of the grounds for the suit; and with that view the learned judge had taken time for consideration, and now delivered his judgment in favour of the defendant.

MATHEW, J., in giving judgment, said that after reading the notes of the evidence he was of opinion that there were no grounds for instituting the suit for a judicial separation, and he was fortified in that view by the opinion of Sir James Hannen. It was urged, that, although there were no grounds for the suit, yet that the plaintiff had reasonable ground for supposing that there were; and that, therefore, the costs were reasonably incurred, but he could not concur in that view. He thought that unless the necessity for the proceedings were made out in fact, the husband could not be made liable for the costs, and even if the question were whether there were reasonable grounds for believing that the wife was entitled to institute the suit, he should think that in this case there were no reasonable grounds for so believing, and so no ground for charging the defendant with the costs as necessary for his wife's protection. That of which she complained, according to her own account, took place many years before the suit was instituted, and there appeared to be no foundation for her charges against him, and there was no reason to apprehend any conduct on his part likely to be injurious to the wife; and so the learned judge said he had come to the conclusion that the costs in this case were not recoverable, and, therefore, his judgment was for the defendant.—*Times*.

(Before POLLOCK, B.)

Nov. 12.—*Cooper and another v. Pritchard.*

The plaintiffs in this case were two sisters, and in 1879 they sold to the Metropolitan Board of Works a house in Gerrard-street, Soho, for £2,700. Messrs. Chapman, Turner, & Pritchard were solicitors for them in the transaction. Of these gentlemen Mr. Chapman died in 1869 or 1870. Mr. Turner carried on the business in Lincoln's-inn-fields, and Mr. Pritchard the business at an office in the City. Mr. Turner always transacted the business of the plaintiffs, and they had every confidence in him. He received the £2,700. The plaintiffs were under the impression that he had invested it on mortgage, and he paid them interest upon it. In January, 1881, the firm presented a petition in liquidation, and it then turned out that the money of the plaintiffs had never been invested at all, but had been applied by Mr. Turner to his own purposes. The present action was to recover the £2,700 from Mr. Pritchard.

*Wills, Q.C.*, and *Dundas Gardner*, were for the plaintiffs, and *Grantham, Q.C.*, and *Woodford Lawrence*, for the defendant.

The case for the plaintiffs was that the firm had acted for their family ever since 1810, and that they trusted the firm, though they had seen Mr. Pritchard only once, and that was in 1874. For the defendant it was argued, upon the facts and the correspondence, that the transaction had been carried on personally with Mr. Turner, and not on behalf of the firm. It was further said that the defendant had his discharge in bankruptcy, and though the Act of 1869 said that such a document should not discharge from liability where there had been a breach of trust; yet that applied only where there had been a personal breach of trust, and not where the breach was committed by one partner, the other being entirely innocent of it.

POLLOCK, B., in giving judgment, said the case was a lamentable one. He entirely acquitted Mr. Pritchard of anything dishonest, dishonourable, or irregular in the course of the business of the firm. He could well understand that Mr. Pritchard did all that an honourable man and a man of business could do to prevent such an occurrence as this; but, unfortunately, a man could not have a partner without that partner having power to do acts that would be binding on his co-partner, even though they were dishonest. He (Pollock, B.) had no doubt that this was a partnership transaction, that it was a breach of trust on the part of Mr. Turner, and that the discharge in bankruptcy did not free Mr. Pritchard from responsibility in respect of it. The verdict and judgment, therefore, would be for the plaintiffs for £2,700, with interest and costs.—*Standard*.

Mr. Justice Grove on Thursday, sitting at Westminster, announced that he had written to Lord Coleridge, and he and all the judges who were sitting at Westminster thought that it would be better not to sit on Saturday, according to custom; it would only be half-a-day's sitting, and the streets would be so crowded that it would be very inconvenient getting about.

The courts will sit in London at the Guildhall for the trial of both special and common jury actions on and after Thursday, December 7, until the conclusion of the Michaelmas sittings, which end on Thursday, December 21. Should the nature of the business there require it, it is expected that six courts will be formed to try actions.

## SOCIETIES.

### SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, on Wednesday, the 8th inst. The following directors were present: Messrs. Aker (Norwich), Brook, Harris (Leicester), Hedger, Keen, Mellersh (Godalming), Pennington, Rickman, Roscoe, Smith, Styau, and Walters. Mr. Herbert Tritton Sankey, of Canterbury, was elected chairman of the board for the current year, and Mr. William Beriah Brook, of London, deputy-chairman; a sum of £440 was distributed in grants of assistance among eighteen necessitous applicants, solicitors and families of solicitors; ten new members were admitted to the association; a bequest of £12, under the will of the late Mr. Christopher Cooke, solicitor, of London, was reported; and other general business was transacted.

## LAW STUDENTS' JOURNAL.

### INCORPORATED LAW SOCIETY.

#### PRELIMINARY EXAMINATION.

The following candidates were successful at the Preliminary Examination held on the 25th and 26th of October, 1882:—

Adcock, Herbert Phillips	Evans, Harold John
Aldridge, George Braxton	Fitzmaurice, John Rupert
Allen, Walter Bulkeley	Fleming, Frederick John
Allen, William Gough	Fraser, Charles Edward
Ashton, Thomas Bennett	Furbank, Arthur James
Ashworth, Richard Redfern	Garnett, Henry William George
Aspinall, Herbert Hackett	Gerrish, Ernest Stratton
Bagnall, Eustace William	Gilroy, George Norris
Batsford, Herbert	Glascodine, Richard Walter
Bayley, Arthur	Godwin, Alfred Dudley King
Beaton, David John Michael	Goold, Atholstan
Bell, Francis James	Graham, Howard William
Bell, William Henry	Graham, John
Benham, William Frederick	Gray, George Robert
Bennett, William Herbert	Greenwood, Ernest Walter
Benson, William Lockwood Maydwall	Guthrie, Thomas Robinson
Bentley, Charles	Hacking, James Wrightson
Billson, Francis Morton	Hall, William Charles
Booth, James Edward	Halladay, Richard
Boulting, Eustace George	Halsall, George Ashton
Brandon, Harry	Hanna, Robert Henry Waterloo
Bretherton, Frederick	Heap, John Edward
Bridgeman, Benjamin James	Hicks, William
Brodie, Wilfred Leslie Waldegrave	Hill, Arthur Bernard Lewin
Brooke, George Henry	Hill, Charles Hamilton
Broomhead, Henry Oliver	Holden, Thomas
Bryan, Thomas William	Holloway, Alexander
Bucknall, Acton Thomas	Holme, Bryan Lawson
Butcher, Harry John	Hoskins, Edgar
Butt, John Henry Steuart	Howard, Henry Casswell
Calvert, Edwin Montagu	Hutchinson, Richard
Calvert, Edward Wood	Inglis, Andrew Glover
Capron, Thomas Alfred	Ives, Robert Garside
Cartwright, William John Greatrex	Iverson, Anthony Bannister
Cattell, John William	Izod, Henry Allen
Chester, Edward Grenado	Jacob, James Lewis
Chrisp, James	Jackson, H. W.
Clarke, Arthur Henderson	Jay, Frederick Waters
Clarke, Thomas Henry	Jefferies, William Allen Ransome
Clarke, William Alfred Blake	Jenkins, William
Clemence, Herbert	Johnson, Henry Chaderton
Clode, Charles Henry	Johnson-Townley, Arthur Pagot
Cobb, John Henry	Taalke
Codrington, Arthur	Jones, Ben Vaughan
Collis, William Henry	Jones, Hugh Davies
Colmore, Frederick Hugh	Kenrick, William George
Coode, Frederick Trevenen	Kingsford, Frank Lethbridge
Cork, Robert Charles	Leather, Francis Holdsworth
Craddock, Job	Lewis, David
Crooks, Edward	Lynch, Francis Xavier
Cummings, John William	McHugh, Charles William Strong
Cundy, Charles Edward	Margrave, Robert
Dain, Harry Bennett	Marriott, Joshua Hyde
Dandy, Herbert Hunt	Marshall, Thomas Emile
Davey, George Middleton	Matthews, Edward Herbert
Davies, William George	Matthews, Walter Hudson
Davis, Michael	Mayhew, Percival Sumner
Dickinson, Cecil	Meadows, Robert Charles
Digby, Seymour Wyatt	Meel, Samuel
Durrant, Reginald Sidney	Mellor, Percy
Edell, George Arthur	Michelmores, Henry William
Edwards, William Vaughan	Milling, Harry Calvert
Ellis, Clement George Lamley	Milly, Augustus George
Evans, Charles Denham	Morton, Vivian
	Mote, Henry William



Musgrave, William Harold  
Neale, Edward James  
Newhouse, Henry Crompton  
Norris, Edward Percy  
Ormond, William Alfred  
Parry, Samuel  
Paulet, Gerald Hammerton  
Perks, George Dodds  
Perry, Sidney Herbert  
Phelps, Philip William Frowd  
Phillips, John George  
Phillips, David Thomas  
Piercy, Colin Carlton  
Pope, Alfred  
Porter, George Bryden  
Potts, Charles Herbert  
Prendergast, Ralph  
Price, Clarence Frederick William  
Price, George Louis  
Prichard, Richard Henry  
Pritchard, William Foggitt  
Pritchard, Richard Edward  
Ramsay, Walter Henry  
Randall, Alphonse Grenville  
Ratcliffe, Edgar Rainier  
Rennison, Edward  
Riddell, George Allardin  
Rimmer, Reginald  
Robbins, Walter George  
Robinson, Temple William  
Rodgers, Robert  
Rogers, Paul Owen  
Russell, Edward Litten  
Russell, Arthur  
Russell, Stebbing  
Saunders, Donald Secundus  
Scatliff, Horace Parr  
Scott, Richard Forder  
Soorell, Edmund George James  
Sharland, George  
Shaw, John William (of Blackburn)  
Shaw, John William (of Hebden Bridge)  
Simpson, Charles Young

Smith, Charles Ewbank  
Somers, Charles  
Stillwell, John Ernest  
Syer, Alfred Charles  
Sykes, Edwin  
Tarback, Albert Arthur  
Taylor, John Arthur  
Thomlinson, John Glaistir  
Thorne, William Calthrop  
Tosfeld, Edwin  
Tooth, Adolphus  
Trevenen, Edward  
Trotter, William Haughton  
Twinberrow, James Frederick  
Vulliamy, Hugh Francis  
Walker, William Henry  
Walker, William Wright  
Walsh, John  
Webb, Harvey Wilson  
Webb, Leslie Chapman  
Webster, Lionel Walter  
White, Claude Augustus  
Whitehouse, Charles Howard  
Wilkins, Walter Sydney  
Williams, Rice Rowland  
Williams, William Addams  
Willis, John  
Wilson, Charles Frederick  
Wintle, Leslie Charles  
Wise, Maurice  
Withan, Ernest Wells  
Wood, Archibald John Faulkner  
Wood, Henry  
Wood, Herbert George Tyrrell  
Wood, Stanley Peters  
Woodbridge, Francis Charles  
Woodroffe, Edward Shrimpton  
Woolfenden, Robert S. H.  
Woolcombe, Gerald Douglas  
Wooltenscroft, Johnson William  
Yeates, Frederick Wilson  
Young, Archibald Edward  
Zuill, Edward Campbell

Mr. J. W. McConnell, supported by Messrs. H. B. James, W. Moss, and C. A. Brain, argued in the negative; after an able summing up on the part of the chairman, it was decided in the negative by a majority of two. A hearty vote of thanks to the chairman was unanimously passed. There were present twelve ordinary and two honorary members.

On Monday, the 13th inst., another meeting was held, at which A. W. Baird, Esq., barrister-at-law, read a paper on "Guarantees." The lecturer referred to the leading cases on the subject clearly and concisely, and reviewed the whole law in an instructive and comprehensive manner. A hearty vote of thanks to the chairman concluded the proceedings.

#### LIVERPOOL LAW STUDENTS' ASSOCIATION.

The nineteenth general meeting of the session was held at the Law Library on Monday evening last, the 13th inst., the chair being taken by W. F. Taylor, Esq., barrister-at-law. After the formal business had been disposed of, the chairman called upon Mr. W. Holland Owen (in the absence of Mr. H. C. Crossfield) to open the affirmative of the question for discussion, which was, "Is *Hobbs v. The London and South-Western Railway Company*, viewed in the light of recent decisions, a safe guide as to the law on remoteness of damages." Mr. T. H. Thornely followed in support of the negative, and in the discussion which followed, Messrs. E. W. Pierce, Birkett, McKenna, Bramfield, and Whitfield took part. Both the openers having replied, the chairman put the question to the meeting, when it was decided in favour of the affirmative by a majority of one. There were twenty-six members present.

#### LEGAL APPOINTMENTS.

Mr. CHRISTOPHER VICKERY BRIDGMAN, solicitor (of the firm of Square, Bridgman, & Bond), of Plymouth and Tavistock, has been appointed Clerk to the Magistrates for the Borough of Plymouth. Mr. Bridgman is registrar of the Tavistock County Court. He was admitted a solicitor in 1863.

Mr. WILLIAM THOMPSON, solicitor, of York, has been appointed Under-Sheriff of that city for the ensuing year. Mr. Thompson was admitted a solicitor in 1858.

Mr. GEORGE ALDEN STEVENS, solicitor (of the firm of Miller, Son, & Stevens), of Norwich, has been appointed Under-Sheriff of that city for the ensuing year. Mr. Stevens was admitted a solicitor in 1870. His senior partner, Mr. Henry Blake Miller, is town clerk of Norwich.

Mr. JOHN HERBERT WILLIAMS, solicitor, of Ludlow, has been elected Town Clerk of that borough, in succession to his father, the late Mr. John Williams.

Mr. EDMUND LAMB WALLIS, solicitor, of Hereford, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JAMES GORDON BELLINGHAM, solicitor, of Saffron Walden, has been unanimously elected Town Clerk, Clerk of the Peace, and Coroner for that borough, on the resignation of his partner, Mr. William Bennett Freeland. Mr. Bellingham was admitted a solicitor in 1860.

#### LEGAL MAYORS.

Mr. RICHARD NICHOLAS HOWARD, solicitor, of Weymouth and Portland, has been re-elected Mayor of the Borough of Weymouth for the ensuing year. Mr. Howard was admitted a solicitor in 1835. He is coroner for the Island of Portland.

Mr. JOHN SHELLEY, solicitor, of Plymouth, has been elected Mayor of that borough for the ensuing year. Mr. Shelley was admitted a solicitor in 1862.

Mr. REGINALD ALDRIDGE, solicitor and notary, of Poole, Bournemouth, Parkstone, and Swanage, has been elected Mayor of the Borough of Poole for the ensuing year. Mr. Aldridge was admitted a solicitor in 1867.

Mr. THOMAS MACE, solicitor (of the firm of Kilby & Mace), of Chipping Norton and Banbury, has been elected Mayor of the Borough of Chipping Norton for the ensuing year. Mr. Mace was admitted a solicitor in 1872.

Mr. GEORGE MANDER, solicitor, of Wakefield, has been elected Mayor of that borough for the ensuing year. Mr. Mander was admitted a solicitor in 1859.

Mr. EDWARD ROBERTS, solicitor (of the firm of Lloyd & Roberts), of Ruthin, has been elected Mayor of that borough for the ensuing year. Mr. Roberts was admitted a solicitor in 1876.

Mr. CHARLES RACKHAM GILMAN, solicitor, of Norwich, has been elected Mayor of that city for the ensuing year. Mr. Gilman is the son of Mr. Charles Suckling Gilman, solicitor. He was admitted in 1853, and he is in partnership with his father.

Mr. JOHN EUSTACE GRUBER, barrister, who has been elected Mayor of the Borough of Southwold for the ensuing year, was called to the bar at the Inner Temple, in Trinity Term, 1841.

Mr. HENRY RANCE, solicitor, of Cambridge and Ely, has been elected Mayor of the Borough of Cambridge for the third time. Mr. Rance is one of the borough aldermen. He was admitted a solicitor in 1823, and he is in partnership with his son, Mr. Henry William Honzikor Rance, LL.D.

Mr. JOHN LEAK, solicitor (of the firm of Leak, Tilt, and Stephenson), of Hull, has been elected Mayor of that borough for the third time. Mr. Leak was admitted a solicitor in 1833.

#### UNITED LAW STUDENTS' SOCIETY.

A meeting of this society was held at Clement's-inn Hall on November 1, Mr. Charles Parsons in the chair. A debate took place upon the following question:—"What sentence ought to be passed on Arabi Pasha?" Mr. Brown opened in favour of a sentence of death for high treason, and was supported by Mr. Bull. Mr. Templer followed in favour of a sentence of banishment for sedition, and was supported by Messrs. Napier, Goodall, Roberts, Williams, Tillotson, Rossiter, and Hewitt. A third position was taken by Mr. Kains-Jackson in favour of acquittal, he being supported by Messrs. Symes and Ramsdale. The debate was well sustained throughout, and upon the question being put to the meeting it was decided, by a majority of eight, that a sentence of banishment for sedition ought to be passed upon Arabi Pasha. Two were in favour of a sentence of death for high treason and three for acquittal.

At a meeting of this society, held at the Law Institution, Chancery-lane, on Monday, the 13th of November, Mr. H. J. H. Bull in the chair, the following question was discussed:—"Was the case of *Castellain v. Preston*, L. R. 8 Q. B. D. 613, rightly decided?" It was opened by Mr. Parsons, who contended that the case was rightly decided in point of law. He was supported in this view by Mr. Fry and opposed by Mr. Scatliffe. The opener replied, and the question, on being put to the meeting, was carried in the affirmative by a majority of four votes.

#### BIRMINGHAM LAW STUDENTS' SOCIETY.

At the meeting of this society, held in the Law Library, on November 7, a debate took place on the following moot point:—"That the word 'change' in section 4 of the Mercantile Law Amendment Act (19 & 20 Vict. c. 97) means a known and real change, and not either a secret or fraudulent one, and consequently that a guarantee for the debts of a firm is not affected by the withdrawal of a partner until notice of such withdrawal reaches the customer who continues to give credit to the firm on the strength of the guarantee. 1. Is this a correct statement of the law? 2. If not, is it advisable that the law should be altered so as to make it so?" Messrs. Jeffries, Pritchard, and Shore supported the affirmative, and Messrs. Smith and Adcock the negative. The question was decided in the affirmative.

#### LEEDS LAW STUDENTS' SOCIETY.

A meeting of this society was held on Monday, the 6th inst., with E. M. Jones, Esq., solicitor, in the chair, when a debate took place on the following question:—"A workman contracts with his employer to give up his right to claim compensation under the Employers' Liability Act, 1880. Does such a contract affect the rights of his widow and children under Lord Campbell's Act? And, if so, is the law satisfactory on this point?" Mr. J. R. Smith, supported by Messrs. W. Foster and W. Pearson, argued in the affirmative, and

Mr. RICHARD SAUL FERGUSON, barrister, who has been re-elected Mayor of Carlisle for the ensuing year, is an LL.M. of St. John's College, Cambridge, where he graduated as a wrangler in 1860. He was called to the bar at Lincoln's Inn in Trinity Term, 1860, and he formerly practised as an equity draftsman and conveyancer.

Mr. MACKAY JOHN GRAHAM SCOBIE, solicitor, of Hereford, has been elected Mayor of that borough for the ensuing year. Mr. Scobie was admitted a solicitor in 1875.

Mr. FREDERICK VIVIAN HILL, solicitor, of Helston, has been elected Mayor of that borough for the ensuing year. Mr. Hill was admitted a solicitor in 1853. He is clerk to the county magistrates at Helston.

Mr. WILLIAM JONES, solicitor, of Conway, has been elected Mayor of that borough for the ensuing year. Mr. Jones was admitted a solicitor in 1874.

Mr. WILLIAM ROBINSON, solicitor, of Darlington and Richmond, has been elected Mayor of the Borough of Darlington for the second time. Mr. Robinson was admitted a solicitor in 1847.

Mr. ALFRED EDGAR BAKEWELL, solicitor, of Longton and Fenton, has been elected Mayor of the Borough of Longton for the ensuing year. Mr. Bakewell was admitted a solicitor in 1878.

#### DISSOLUTION OF PARTNERSHIP.

CHRISTOPHER JENKINS DIBB, GEORGE JACKSON RALEY, and ALFRED CLEGG (Dibb, Raley, & Clegg), Barkeley, solicitors, so far as the said George Jackson Raley is concerned. The business will in future be carried on by the said Christopher Jenkins Dibb and Alfred Clegg, under the style or firm of Dibb & Clegg. Nov. 1. [Gazette, Nov. 10.]

### COMPANIES.

#### WINDING-UP NOTICES.

##### JOINT STOCK COMPANIES.

###### LIMITED IN CHANCERY.

BARRADON GAS COMPANY, LIMITED.—By an order made by Chitty, J., dated Nov. 4, it was ordered that the company be wound up. Sharpe and Co, New St, agents for Ryland and Co, Birmingham, solicitors for the petitioner.

BIRMINGHAM SYDICALS, LIMITED.—Petition for winding up, presented Nov. 8, directed to be heard before Chitty, J., on Nov. 18. Burton and Co, Lincoln's Inn fields, agents for Johnson and Co, Birmingham, solicitors for the petitioner.

BREWSTER LAGER BEER BREWERY, LIMITED.—Hall, V.C., has fixed Nov. 20 at 12, at his chambers, for the appointment of an official liquidator.

DATE COFFEE COMPANY, LIMITED.—Petition for winding up, presented Nov. 7, directed to be heard before Chitty, J., at the Rolls Court, Chancery Lane, on Nov. 18. Bellamy and Co, Bishopsgate at Within, solicitors for the petitioner.

FRENCH DATE COFFEE COMPANY, LIMITED.—Petition for winding up, presented Nov. 8, directed to be heard before Chitty, J., on Nov. 18. Beall and Co, Queen Victoria St, solicitors for the petitioner.

FULLERS' EAST and SILICA COMPANY, LIMITED.—Petition for winding up, presented Nov. 8, directed to be heard before Chitty, J., on Nov. 18. Wild and Co, Ironmonger Lane, solicitors for the petitioners.

GRAY WESTERN ELECTRIC LIGHT AND POWER COMPANY, LIMITED.—Petition for winding up, presented Nov. 8, directed to be heard before Chitty, J., on Nov. 18. Warry and Co, Lincoln's Inn fields, solicitors for the petitioner.

HOMER HILL COALLEY COMPANY, LIMITED.—Petition for winding up, presented Nov. 8, directed to be heard before Chitty, J., on Nov. 18. Burton and Co, Lincoln's Inn fields, agents for Johnson and Co, Birmingham, solicitors for the petitioner.

LEADS ESTATE, BUILDING, AND INVESTMENT COMPANY, LIMITED.—Petition for winding up, presented Nov. 8, directed to be heard before Fry, J., on Friday, Nov. 24. Duncan and Co, Bloomsbury sq, agents for Dunning and Co, Leeds, solicitors for the petitioner.

LONDON AND PROVINCIAL HOUSE, LAND, MORTGAGE, AND INVESTMENT COMPANY, LIMITED.—Petition for winding up, presented Nov. 8, directed to be heard before Chitty, J., at the Rolls Court, Chancery Lane, on Saturday, Nov. 18. Plews and Co, Mark Lane, solicitors for the petitioners.

LONDON ESTATE AND MORTGAGE COMPANY, LIMITED.—Petition for winding up, presented Nov. 8, directed to be heard before Bacon, V.C., on Saturday, Nov. 18. Robins, Pancras Lane, solicitor for the petitioner.

OREGON GOLD MINING COMPANY OF INDIA, LIMITED.—Petition for winding up, presented Nov. 8, directed to be heard before Chitty, J., on Nov. 18. Beall and Co, Queen Victoria St, solicitors for the petitioners.

QUEENSBURY AND DISTRICT CONSERVATIVE AND CONSTITUTIONAL CLUB COMPANY, LIMITED.—Petition for winding up, presented Nov. 7, directed to be heard before Kay, J., on Friday, Nov. 24. Layton and Jacques, Ely pl, agents for Micklethwait, Halifax, solicitors for the petitioners.

TYLLAND AND DYNEOR COALLEY COMPANY, LIMITED.—Creditors are required, on or before Dec. 18, to send their names and addresses, and the particulars of their debts or claims, to John Lewis, Birmingham, Accountant. Thursday, Jan. 11 at 11, is appointed for hearing and adjudicating upon the debts and claims.

WALL WYTHAM INDIAN GOLD MINING COMPANY, LIMITED.—Creditors are required, on or before Feb. 1, to send their names and addresses, and the particulars of their debts or claims, to Mr. Thomas Stephen Evans, 5 and 6, Bucklersbury. Thursday, Feb. 18, at 11, is appointed for hearing and adjudicating upon the debts and claims. [Gazette, Nov. 10.]

CARTER STEEL AND IRON WORKS COMPANY, LIMITED.—Petition for winding up, presented Nov. 10, directed to be heard before Kay, J., on Friday, Dec. 1. Bradford and Thurstay, Queen Victoria St, solicitors for the petitioners.

CENTRAL WYTHAM GOLD MINING COMPANY, LIMITED.—North, J., has, by an order dated Oct. 17, appointed James Waddell, 1, Queen Victoria St, to be official liquidator. Creditors are required, on or before Feb. 18, to send their names and addresses, and the particulars of their debts or claims, to the above. Thursday, Mar. 1 at 11, is appointed for hearing and adjudicating upon the debts and claims.

RAEGL FIVE, FIVE GLASS GUARANTEE, AND ACCIDENT INSURANCE COMPANY, LIMITED.—Hall, V.C., has, by an order dated May 18, appointed William Henry Thurston, 118, Bishopsgate St, to be official liquidator.

GENERAL HORTICULTURAL COMPANY (JOHN WILLS), LIMITED.—By an order made by Chitty, J., dated Nov. 4, it was ordered that the company be wound up. Taylor and Co, Field St, Gray's Inn, solicitors for the petitioner.

INTERNATIONAL SUPPLY COMPANY, LIMITED.—By an order made by Chitty, J., dated Nov. 4, it was ordered that the voluntary winding up of the company be continued. Wilson and Son, Basinghall St, solicitors for the petitioner.

LEICESTERIAN ICE SKATING COMPANY, LIMITED.—By an order made by Chitty, J., dated Nov. 4, it was ordered that the voluntary winding up of the company be

continued. Minot and Co, New Broad St, agents for Tweed and Co, Lincoln, and Robotham, Derby, joint solicitors for the petitioners.

LONDON ESTATE AND MORTGAGE COMPANY, LIMITED.—Petition for winding up, presented Nov. 9, directed to be heard before Fry, J., on Nov. 24. Pattison and Co, Queen Victoria St, solicitors for the petitioner.

LONDON METAL AND CHEMICAL COMPANY, LIMITED.—By an order made by Bacon, V.C., dated Nov. 4, it was ordered that the company be wound up. Storey and Cowland, Theobald's rd, solicitors for the petitioner.

METROPOLITAN PRINTING COMPANY, LIMITED.—Petition for winding up, presented Nov. 13, directed to be heard before Kay, J., on Friday, Nov. 24. Hughes and Co, Budge row, solicitors for the petitioner.

NEWMARKET COLLIERIES, BRICKWORKS, AND POTTERY COMPANY, LIMITED.—Fry, J., has fixed Nov. 23, at 12, at his chambers, for the appointment of an official liquidator.

NORTH OREGON GOLD MINING COMPANY, LIMITED.—By an order made by Kay, J., dated Nov. 3, it was ordered that the company be wound up. Carter, Old Jewry Chambers, solicitors for the petitioners.

SOUTH EASTERN BONDED WAREHOUSES AND WHARF COMPANY, LIMITED.—By an order made by Chitty, J., dated Nov. 4, it was ordered that the company be wound up. Hughes and Co, Budge row, solicitors for the petitioners. [Gazette, Nov. 14.]

##### COURT PALATINE OF LANCASTER.

###### UNLIMITED IN CHANCERY.

LIVERPOOL IMPERIAL LOAN AND INVESTMENT COMPANY.—By an order made by the Vice-Chancellor, dated Oct. 25, it was ordered that the voluntary winding up of the company be continued. Mather, Liverpool, solicitor for the petitioner. Creditors are required, on or before Dec. 11, to send their names and addresses, and the particulars of their debts or claims, to Thomas William Road, 30, Castle St, Liverpool. Friday, Dec. 29, at 11, at the office of the district registrar, is appointed for hearing and adjudicating upon the debts and claims. [Gazette, Nov. 10.]

###### LIMITED IN CHANCERY.

GIDLOW IRON AND COAL COMPANY, LIMITED.—By an order made by Fox Bristow, V.C., dated Nov. 7, it was ordered that the company be wound up. Boote and Edgar, Manchester, solicitors for the petitioners. [Gazette, Nov. 14.]

##### STANNARIES OF CORNWALL.

###### LIMITED IN CHANCERY.

WEST WHEAL TOWAN TIT AND COPPER MINE COMPANY, LIMITED.—By an order made by the Vice-Warden, dated Nov. 6, it was ordered that the company be wound up. Hodge and Co, Truro, solicitors for the petitioners. [Gazette, Nov. 10.]

### CREDITORS' CLAIMS.

#### CREDITORS UNDER ESTATES IN CHANCERY.

##### LAST DAY OF PROOF.

BONFIELD, ROBERT, Walsoken, Norfolk, Gent. Nov. 27. Burgess v Burgess, District Registrar of Cambridge. Dayben and Wise, March.

CUTLER, ROBERT, Burton, Lamon, York. Dec. 1. Rudd v Clark, Chitty, J. Clark, Smith Cooper, Charles, Wandsworth, Gent. Dec. 21. Haynes v Stirk, Chitty, J. Jones, Wandsworth.

HAWKIN, FREDERICK THOMAS, Sheffield, Solicitor. Dec. 6. Hyam v Hawkin, Chitty, J. Allen, Sheffield.

HEMING, WILLIAM, Littleton, Worcester, Farmer. Nov. 27. Heming v Heming, Kay, J. New, Evesham. [Gazette, Nov. 3.]

GOODCHILD, THOMAS JONATHAN, Hartley Wintney, Southampton, Gent. Dec. 11. Thumwood v Kenward, Chitty, J. Bayley, Basingstoke.

JENKINS, WILLIAM, Ffosfald, Cardigan, Gent. Dec. 6. Jenkins v Davies, Kay, J. Lloyd, Lampeter.

JONES, JOHN, Swansea, Glamorgan, Builder. Nov. 30. Austin v Jones, Fry, J. Field, Swansea.

MORRELL, ROBERT WILSON, Bradford, Stuff Merchant. Dec. 4. Halifax Joint Stock Bank, Limited v Morrell, Chitty, J. Sykes, Old Broad St.

PROCTER, JOHN, Lower Darwen, Lancaster, Bus Proprietor. Dec. 4. Worsley v Procter, Kay, J. Costaker, Over Darwen.

SMEEDLEY, JARVIS, Dronfield, Derby, Retired Shopkeeper. Dec. 4. Chesterfield and North Derbyshire Banking Company v Smedley, Chitty, J. Nicholson, Sheffield.

WALKER, RICHARD, Leeds, Artist. Dec. 1. Battle v Walker, Chitty, J. Pearce, Church Ct, Old Jewry.

WELD, EDWARD JOSEPH, Lulworth Castle, Dorset, Esq. Dec. 6. Weld v Vavasour, Chitty, J. Elard, Trafalgar sq, Charing Cross. [Gazette, Nov. 7.]

ARMSTRONG, ROBERT, Kirby Stephen, Westmoreland. Dec. 6. Atkinson v Armstrong, Chitty, J. Preston.

ARMSTRONG, JOHN, Kirby Stephen. Dec. 8. Atkinson v Armstrong, Chitty, J. Preston, Kirby Stephen.

BLAKE, ARTHUR MIDDLETON, South Molton St. Dec. 8. Faulconer v Mackenzie, Chitty, J. Collinson, Bedford row.

CAPE, JOHN, James St, Oxford St, Beerseller. Dec. 8. Locke v Cape, Chitty, J. Page, Gresham St.

COTTELL, GEORGE, Eastville, nr Bristol, Gent. Dec. 5. Woods v Cottrell, Chitty, J. Castle, Liverpool.

GARNETT, HENRIETTA, Clitheroe, Lancashire. Dec. 6. Garnett-Orme v Gandy, Kay, J. Smith, Lincoln's Inn fields.

HAMILTON, WILLIAM GUSTAVUS BELLEW, Hastings, Gen. Nov. 30. Hamilton v Hamilton, Fry, J. Letcher, Mark Lane.

HANNE, THOMAS ARUNDELL, Weymouth, Solicitor. Dec. 4. Templeman v Hanno, Bacon, V.C. Symonds, Dorchester.

HEATHCOTE, Right Hon. Sir WILLIAM, Hursley Park, Southampton, Bart. Dec. 4. Heathcote v French, Kay, J. Lee and Co, Princes St, Westminster.

JAMES, HENRY CHARLES, Austin Friars. Dec. 6. James v James, Kay, J. Johnsons and Co, Austin Friars.

PERRY, ROY SAMUEL GIDSON FREDERICK, Tooting, Lancashire. Nov. 30. Garlick v Blundy, District Registrar, Preston.

ROBINS, THOMAS FRANCIS, Gloucester House, Tottenham, Gent. Dec. 4. Hobson v Robins, Bacon, V.C. Carter, Old Jewry chbrs.

SCOTT, JAMES, Halifax, Draper. Dec. 9. Blagborough v Scott, Fry, J. Rhodes, Halifax.

WEBB, JOHN, Overton, Wills, Saddler. Dec. 14. Webb v Belcher, Chitty, J. Lockyer, Gresham bldg, Basinghall St.

WILCOX, ARTHUR, Tulse Hill, Esq. Dec. 4. Herring v Rooth, Bacon, V.C. Hughes and Co, Budge row. [Gazette, Nov. 10.]

ADAMS, ELIZABETH, Birkbeck rd, Upper Holloway. Dec. 8. Jacobs v Jacobs, Chitty, J. Cornish, St Portland St.

CAMERON, ISAAC, Clifton at, Finsbury, Upholsterer. Dec. 11. Aracott v Cammehg, Fry, J. Mason, North bldg, Finsbury.

CUNNINGHAM, ROBERT GUN, Derby, Esq. Dec. 13. Ratcliffe v Brennan, Kay, J. Hill, Bedford row.

DICCONSON, THOMAS, Wroughtington Hall, Lancashire, Esq. Dec. 11. Riddell v Dicconson, Fry, J. Mills, Gray's Inn sq.



KIRBY, CHARLES JULES ALEXANDER, Syra, Greece, Merchant. Dec 31. Kannreuther and Company v Geiselbrecht, Fry, J. Stibbard, Leadenhall st  
LEAHOYD, JOHN, Shipley, York, Grocer. Dec 15. Sampson v Learoyd, Chitty, J. Killick, Bradford  
LILWALL, HENRY, Newport, Monmouth, Retired Draper. Dec 16. Edwards v Farr, Chitty, J. James, Hereford  
LEES, JAMES, Longdendale, Chester, Woollen Manufacturer. Dec 9. Lees v Lees, Fry, J. Miller, Staleybridge  
LUCAS, ERNEST FREDERIC BOYERS, Louth, Lincoln, Solicitor; LUCAS BROTHERS & MARRIS, Louth, Wine Merchants; and LUCAS & LUCAS, Louth, Solicitors. Dec 16. Lucas v Lucas, Chitty, J. Byrne, Surrey at Victoria Embankment  
SCOTT, MARY, Kirby Stephen, Westmoreland. Dec 13. Mansell v Harrison, Bacon, V.C. Preston, Kirby Stephen  
SMITH, JOHN ALLIN, Warwick, Brewer. Dec 9. King v Smith, Fry, J. Hiron, Shipton on Stour [Gazette, Nov. 14.]

### CREDITORS UNDER 22 & 23 VICT. CAP. 35. LAST DAY OF CLAIM.

BUTTERWORTH, MARY ANN, Aston-juxta-Birmingham, Warwick. Dec 1. Browett, Coventry  
COOK, WILLIAM, Aston, nr Birmingham, Gent. Dec 14. Canning and Canning, Birmingham  
DYER, LUCETTA, Ichen Ferry, Southampton. Dec 20. Hickman and Son, Southampton  
FOSTER, THOMAS, Baker st, Enfield, Baker. Dec 23. Rumney, Enfield  
GIDLOW, JAMES, Blackrod, Lancaster, Esq. Dec 11. Darlington and Sons, Wigan  
HALLETT, JAMES, Cleo, Lincoln, Shipbuilder. Nov 31. Haddelsey and Haddelsey, Great Grimshay  
KNAPP, GEORGE FREDERIC AUGUSTUS, Worcester, Surgeon. Dec 1. Whitehouse, jun., Dudley  
MARSHALL, FRANCIS, Elgin rd, St Peter's park, Gent. Dec 30. Gray, Edgware rd  
MESHAM, WILLIAM ROBERT, Cheltenham, Colonel. Dec 1. Sladen and Mackenzie, Delahay st, Westminster  
OTWAY, HENRIETTA EMILY, Southsea, Hants. Dec 20. Ware and Hawes, Great Winchester st  
PARSONS, CHARLES TOWNSEND, Lower Shadwell, Farmer. Dec 16. Ratcliff and Son, New Broad st  
POWELL, JOHN, Chipping Sodbury, Gloucester, Coachman. Dec 31. Burges and Co, Bristol  
SLADEN, JOSEPH, Hartshorne Manor, Herts, Esq. Dec 1. Sladen and Mackenzie, Delahay st, Westminster  
SPILLER, GEORGE, Roehampton, Essex, Hay Dealer. Dec 1. Meggy, Chelmsford  
THOMSON, JAMES, Liverpool, Gent. Jan 9. Field and Weightman, Liverpool [Gazette, Oct. 31.]  
ABRAHAM, ELIAS, City rd, Packing Case Manufacturer. Dec 20. Naunton, Cheapside  
BIRCHWISTLE, MARGARET, Skipton, York. Jan 1. Heelis and Thompson, Skipton  
BOOTH, MARY ANN SUSANNAH, Torquay. Nov 30. Blunt and Co, Gresham st  
COLLIS, JOHN, Cheshire, Stafford, Joiner. Dec 9. Thacker and Cull, Cheshire  
COMBIE, PETER, Torquay, Retired Staff Surgeon, R.N. Dec 1. Hallett and Co, St Martin's pl  
COCKING, ROBERT BAYON, Bootle, Lancaster, Cotton Broker. Dec 1. Barrell and Co, Liverpool  
HILD, RICHARD, Huddersfield, Solicitor. Dec 15. Mills and Bibby, Huddersfield  
HILD, ROBERT, Huddersfield, Gent. Dec 15. Mills and Bibby, Huddersfield  
HOGG, RALPH, Long Benton, Northumberland, Retired Cartwright. Dec 2. Brewis and Co, Newcastle upon Tyne  
INGHAM, EMILY ANN, Southbank, Redhill, Surrey. Dec 7. Wyatt and Barraud, Cannon st  
JONES, JARED, Denbigh, Engineer. Dec 20. Davis, Denbigh  
LEACH, FREDERICK, King's Norton, Worcester, Licensed Victualler. Nov 31. Ansell, Birmingham  
LUCAS, MARGARET, The Brook, nr Liverpool. Dec 5. Burton and Coleman, Liverpool  
NICHOLSON, HOWARD, Liverpool, Esq. Dec 31. Cunliffe and Co, Manchester  
POGG, EDWARD, Wolverhampton, Gent. Dec 26. Waterhouse, Wolverhampton  
REVELL, WILLIAM, Braintree, Essex, Gent. Dec 30. Veley and Cunningham, Braintree  
RUTHERFORD, HARRIETT, Calne, Wilts. Nov 30. Henly, Calne  
SERRAUL, WILLIAM HATLEY, Leytonstone. Nov 30. Noon and Clarke, Blomfield st  
TEMPER, MARY, Brooklyn, Kent. Dec 31. Flux and Co, East India avenue  
WALKER, JANE ANN, Gateshead, China Dealer. Dec 31. Dixon, Gateshead  
WILLIAMS, RACHEL, Pendleton, Lancaster. Dec 21. Simpson and Barrell, Leeds  
WOOLLETT, THOMAS, Newport, Monmouth, Solicitor. Dec 30. Gibbs and Co, Newport [Gazette, Nov. 3.]  
BATES, MANTHA, Corsham, Wilts. Dec 8. Hicklin and Washington, Trinity sq, South-wark  
BELL, JAMES, Haydon Bridge, Northumberland, Farmer. Nov 21. Lockhart, Hexham  
BOWSE, MARY, Sheffield. Jan 16. Broomhead and Co, Sheffield  
COX, WILLIAM, Birmingham, Electro Plater. Dec 31. Newey, Birmingham  
EDDY, HENRY, Scarborough, Lancashire, Yeoman. Dec 9. Parr and Sadler, Ormskirk  
FORD, WILLIAM JOHN, Charlton crescent, Islington, Musician. Dec 20. Beall, Lincoln's inn fields  
GREEN, WILLIAM, Taunton, Somerset, Gent. Dec 30. Channing, Taunton  
HUMPHREYS, HENRY, Llanedfawr, Anglesea, Farmer. Dec 1. Roberts, Bangor  
JACKSON, FRANCIS, Aldborough, York, Gent. Dec 23. Hewitt and Alexander, Ely place  
LEWIS, GEORGE, Drury lane, Carpenter. Dec 10. Cronin, Southampton st, Blooms-bury  
MIRRELL, THOMAS, Rectory sq, Stepney Green, Wheelwright. Dec 9. Greenbank, Sergeant's inn, Fleet st  
NAYLOR, THOMAS HACKS, Chesterton, Cambridge, Barrister-at-Law. Dec 30. White-head, Cambridge  
NORTON, FRIGER, Finsbury park rd. Dec 4. Pownall and Co, Staple inn  
PATTISON, MARY, Lambley, Northumberland. Nov 21. Lockhart, Hexham  
POLLOCK, GEORGE, Jude st, Old Bethnal Green rd, Gent. Nov 28. Brighton, Bishops-gate st Without  
SKINNER, CHRISTABELLA, Mortlake, Surrey. Dec 1. Walkden, Manor villa, Richmond  
SPENCERSON, JOSEPH, Hanley, Stafford, Colour Manufacturer. Dec 25. Challinors, Hanley  
TAPP, WILLIAM HANDYMAN, Shanghai, China, Registrar of Shipping. Dec 1. Har-wood and Stephenson, Lombard st  
TAYLOR, WILLIAM HELES, Fulborough, Sussex, Esq. Nov 15. Mant, Storrington  
THURSTON, CHARLES FREDERICK, Machynlleth, Merioneth, Esq. Feb 1. Lawrence and Co, New sq, Lincoln's inn  
TOWERS, JOHN, Otley, York, Yeoman. Nov 25. Siddall, Otley  
WADE, CHARLES GREGORY, Leadenhall st. Dec 1. Burns and Co, Lincoln's inn fields  
WALTON, THOMAS, Aston Manor-juxta-Birmingham, Warwick, Gent. Dec 31. Newey, Birmingham [Gazette, Nov. 7.]

### RECENT SALES.

At the Stock and Share Auction Company's sale, held on the 16th inst. at their sale-rooms, Crown-court, Old Broad-street, E.C., the following were among the prices obtained:—South London Trams, £3; North Molton Mine, 4s; London Road Car £10 shares, £5 paid, 17s. 6d.; Army and Navy Co-operative Society, £1 shares, £4, 15s.; The "Chalet" Company £5 shares, £6 10s.; Jablohoff Electric Light and Power £5 shares, £2 10s. paid, 26s.; Southwark and Deptford Trams, £5 10s.; Tramways Trust, £4; Hooper's Telegraph Works, 9s.; and other miscellaneous securities fetched fair prices.

## COURT PAPERS.

### SUPREME COURT OF JUDICATURE.

#### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	V. C. BACON.	Mr. Justice KAY.
Monday, Nov. ....	20 Mr. Clowes	Mr. Jackson	Mr. Ward
Tuesday .....	21 Pemberton	Carrington	Teedale
Wednesday .....	22 Clowes	Jackson	Ward
Thursday .....	23 Pemberton	Carrington	Teedale
Friday .....	24 Clowes	Jackson	Ward
Saturday .....	25 Pemberton	Carrington	Teedale
	Mr. Justice FAY.	Mr. Justice PHARSON.	Mr. Justice CHITTY.
Monday, Nov. ....	20 Mr. King	Mr. Lavis	Mr. Cobby
Tuesday .....	21 Farrer	Merivale	Koe
Wednesday .....	22 King	Lavis	Cobby
Thursday .....	23 Farrer	Merivale	Koe
Friday .....	24 King	Lavis	Cobby
Saturday .....	25 Farrer	Merivale	Koe

## LEGAL NEWS.

Lord Coleridge was worse on Wednesday than he had been for three or four days.

In the House of Commons, on Monday, Mr. J. Parry asked the First Lord of the Treasury whether it was a fact that Mr. W. L. Selfe, called to the bar in 1870, had been appointed to the county court judgeship which included the towns of Cardiff and Newport; whether Mr. Selfe had had considerable or any practice at the bar; and whether it was a fact that he held the office of secretary to Lord Cairns. The Attorney-General said:—The Lord Chancellor has made this appointment, not from any political or personal grounds, but solely because he regards Mr. Selfe as a gentleman who is fully qualified to fulfil the duties attaching to the office of a county court judgeship. Mr. Selfe has practised as a conveyancer and equity draftsman for twelve years; he has been engaged as assistant editor of the Revised Statutes, and in the office of the parliamentary counsel, when engaged in preparing Bills, gave proof of great ability. The Lord Chancellor has also made inquiry from others as to Mr. Selfe's qualification, and I am permitted to read a letter from the Master of the Rolls, in which he says:—"I knew Mr. Selfe years ago; he is a very clever man, and, in my opinion, qualified for a higher position than that of a county court judge." It is true that Mr. Selfe was for a short time secretary to Lord Cairns, which afforded some proof that he was possessed, not only of ability, but also of discretion and tact—qualities to be sought for in a county court—but while the Lord Chancellor did not make this any ground for the appointment, he did not look upon it as any disqualification.

### BIRTHS, MARRIAGES, AND DEATHS.

#### BIRTHS.

BLACKMORE.—Oct. 28, the wife of Edward Blackmore, solicitor, Abwford, Hants, of a son.  
FOORD-KELCEY.—Oct. 30, at 25, Cecil-square, Margate, the wife of George Foord-Kelcey, solicitor, of a son.  
FRASER.—Oct. 29, at 70, Kensington-gardens-square, the wife of Arthur M. Fraser, of Lincoln's-inn, barrister-at-law, of a son.  
HARTSHORNE.—Nov. 1, at Iver, the wife of Bertram Fulke Hartshorne, barrister-at-law, of a son.  
TUDOR.—Oct. 30, at St. Leonards-on-Sea, the wife of the late F. C. Tudor, solicitor, of a son.  
GRAHAM.—Nov. 13, at 37, Wellington-rd, St. John's-wood, the wife of William J. Graham, solicitor, of a son.  
LAWRANCE.—Nov. 13, at Teynham House, Halfmoon-lane, Dulwich, the wife of Hamilton Edward Lawrence, barrister-at-law, of a daughter.

#### DEATHS.

REXWORTHY.—Nov. 13, at Finsbury-park, Holloway, James Rexworthy, solicitor, aged 37.

## LONDON GAZETTES.

### Bankruptcy.

FRIDAY, Nov. 10, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Brown, Walter Herbert, Gresham st, Auctioneer. Pet Nov 7. Murray. Nov 24 at 11

To Surrender in the Country.

Cliff, Harry, Bradford, Engineer. Pet Nov 6. Lee. Bradford, Nov 24 at 12  
Fox, Alfred, Charlton, Kent, Builder. Pet Nov 7. Pitt-Taylor. Greenwich, Nov 28 at 1  
Frith, George, Coventry, Builder. Pet Nov 6. Kirby. Coventry, Nov 27 at 12  
Marsden, Henry, Malvern, Worcester. Pet Nov 8. Banks. Worcester, Nov 27 at 11  
Parsons, Frederick, Derby, Medical Electrician. Pet Nov 6. Borough. Derby, Nov 24 at 12  
Ratton, Richard Johnson, Brighton, Printer. Pet Nov 2. Jones. Brighton, Nov 20 at 12

Robson, John H., Spenser rd, Chiswick, Gent. Pet Nov 7. Ruston. Brentford, Nov 23 at 3  
 Robson, Joshua Duncan, Sunderland, Boot Dealer. Pet Nov 8. Ellis, Sunderland, Nov 21 at 12  
 Rowe, Henry, Leicester, Pawnbroker. Pet Nov 8. Ingram. Leicester, Nov 23 at 12  
 Thompson, James, and James Thompson Haddon, Bradford, Wool Merchants. Pet Nov 8. Lee. Bradford, Nov 22 at 11

TUESDAY, Nov. 14, 1882.

**Under the Bankruptcy Act, 1869.**

Creditors must forward their proof of debts to the Registrar.  
 To Surrender in London.

Hayhow, William Charles, Stafford rd, North Bow, out of business. Pet Nov 10.  
 Pepps. Nov 23 at 11  
 Johnson, Sidney, Lordship terr, Dulwich, Beer Retailer. Pet Nov 11. Brougham. Nov 23 at 11.30  
 Tarrant, Henry, Whittington villas, Champion hill, Builder. Pet Nov 11. Brougham. Nov 23 at 12

To Surrender in the Country.

Early, Samuel, Babbicombe, Devon, Builder. Pet Nov 10. Daw. Exeter, Nov 27 at 11  
 Latham, John, Queen's Ferry, Flint, Farmer. Pet Nov 11. Fletcher. Chester, Nov 27 at 12  
 Spencer, Robert, Hastings, Draper. Pet Nov 8. Young. Hastings, Nov 25 at 1  
 Stephenson, Henry, Sheffield Moor, Provision Dealer. Pet Nov 8. Wake. Sheffield, Nov 29 at 1

**BANKRUPTCIES ANNULLED.**

FRIDAY, Nov. 10, 1882.

Coventry, Henry Aubrey, Fulham rd. Nov 7

TUESDAY, Nov. 14, 1882.

Acland, John Woodhouse, Ramsgate. Nov 7  
 Collings, George, Landport, Hants, Timber Merchant. Oct 19  
 Wright, James Frederick, Wangford, Suffolk, Wine Merchant. Nov 10

**Liquidations by Arrangement.**

**FIRST MEETINGS OF CREDITORS.**

FRIDAY, Nov. 10, 1882.

Allott, Alfred, Frederick Thomas Allott, and Charles Allott, Saddleworth, York. Nov 23 at 3 at offices of Sykes, Market st, Huddersfield  
 Allpress, Flowers, Warboys, Huntingdon, Miller. Nov 23 at 3 at Pelican Inn, Warboys. Waits, St. Ives  
 Arrowsmith, John, Gateshead, Durham, Draper. Nov 24 at 3 at offices of Dix, Wellington chhrs, Wellington st, Gateshead  
 Beadle, William, Fenge, Surrey, Builder. Nov 29 at 2 at offices of Rogers, Leadenhall st  
 Blackmore, Eliza, King's rd, Camden Town, Cement Merchant. Nov 23 at 3 at offices of Banks, Coleman st. Walkley, Coleman st  
 Bingham, William, Diston, Mounmouth, Brickmaker. Nov 22 at 2 at offices of Williams, Mounmouth  
 Bland, Henry, and Harry Bland, Leicester, Builders. Nov 23 at 11 at offices of Harrie, Friar lane, Leicester  
 Bonn, Louis Menni, Taunton, Professor of Languages. Nov 30 at 11 at offices of Easton, Hammet st, Taunton  
 Becker, Joseph Ryman, Wyndham rd, Camberwell, Grocer. Nov 29 at 2 at offices of Norris, Gray's inn pl, Gray's inn  
 Bow, Thomas, Nottingham, Builder. Nov 22 at 3.30 at office of Bird, Middle pavement, Nottingham  
 Bright, John, Durham, Grocer. Nov 24 at 3 at office of Brown, Union chhrs, Union st, Sunderland  
 Brooker, William, Frant, Sussex, Farmer. Nov 24 at 11 at Camden Hotel, Calverley rd, Tunbridge Wells. Barton, Tunbridge Wells  
 Browning, Edwin Peter, Down, Kent, Farmer. Nov 23 at 11 at Law Institution, Chancery lane, Chancery, Hastings  
 Chadwick, Norris, Todmorden, York, Boot Dealer. Nov 16 at 3 at office of Craven, Todmorden  
 Chivers, John, Clevedon, Somerset, Gardener. Nov 27 at 3 at Bristol Hotel, Clevedon  
 Plummer and Parry, Bristol  
 Clark, George Stephen, Bristol, Baker. Nov 22 at 11 at office of Sprod, John st, Bristol  
 Levery, Bristol  
 Clarke, Francis, Northampton, Fish Salesman. Nov 23 at 11 at office of Andrew, Market sq, Northampton  
 Colley, William Edwards, Bridgnorth, Salop, Cabinet Maker. Nov 23 at 12.30 at office of Haslewood, Bank st, Bridgnorth  
 Cooper, Edward, Fleck, nr Walsall, Licensed Victualler. Nov 23 at 11.30 at office of Sheldon, High st, Wednesbury  
 Cooper, Robert, Guisley, York, Joiner. Nov 22 at 3 at office of Tennant and Barrett, Albion st, Leeds  
 Coomb, John, West Malvern, Hereford, out of business. Nov 23 at 12 at offices of Buryer-Bowers, Great Malvern  
 Crofield, John, Leeds, York, Provision Dealer. Nov 23 at 3 at offices of Lodge and Rhodes, Park row, Leeds  
 Carl, John, Barnsley, Lancaster, Grocer. Nov 23 at 10.30 at offices of Knowles, Nicholas st, Barnsley  
 Dace, Richard Stote, St Decuman's, Somerset, Commission Agent. Nov 18 at 2 at offices of Reed and Cook, Paul st, Taunton  
 Davies, Samuel, Liverpool, Wooden Merchant. Dec 4 at 2.30 at 14, Cook st, Liverpool  
 Quinn, Liverpool  
 Davies, Sarah Anne, Manchester, out of business. Nov 23 at 3 at offices of Leyland and Co, St. Ann's pl, St. Ann's Church, Manchester  
 Dawson, John, Sheffield, York, Coal Merchant. Nov 22 at 11 at offices of Mellor, Queen st, Sheffield  
 Edwards, Alfred Samuel, Walsall, Stafford, Saddler. Nov 24 at 3 at offices of Clark, Union st, Bath  
 Ellis, Henry, Birmingham, Broker. Nov 23 at 3 at offices of Southall, Waterloo st, Birmingham  
 Firth, Samuel, Wisley, nr Bradford, York, Joiner. Nov 23 at 2.30 at offices of Wright, Darley st, Bradford  
 Fox, Henry, Doncaster, York, Silk Mercer. Nov 27 at 2 at offices of Parkin and Co, Priory pl, Doncaster  
 Freeman, Charles Robert, Norwich, Seed Grower. Nov 23 at 12 at Inns of Court Hotel, Boltons. Tillett, Norwich  
 Geiger, Frederick, St Phillip's rd, Dalston, Commercial Traveller. Nov 23 at 2 at offices of Hamlin and Grammer, Staple inn, Holborn  
 Glead, Leonard Adolphus, Lythard Millcote, Wilts, out of business. Nov 18 at 2 at Gt Western Hotel, New Windsor. Lovett, Crickade  
 Gough, James, Tipton, Stafford, Grocer. Nov 24 at 11 at office of Stratton, Queen st, Wolverhampton  
 Hann, Henry, Kennington, Kent, out of business. Dec 1 at 3 at office of Hallett and Co, Back st  
 Hargreaves, Thomas, Bolton, Lancaster, Draper. Nov 23 at 3 at office of Gee, Bradshaw gate, Bolton  
 Harman, Walter, and George Thomas Baker, Dartford, Kent, Builders. Nov 28 at 2 at office of Smith, Grosvenor House, Old Broad st  
 Harrison, Thomas, Burnley, Lancaster, Joiner. Nov 24 at 11 at office of Sutcliffe, Victoria st, Burnley  
 Henson, Sydney, Manchester, Sargum. Nov 28 at 3 at office of Wiles and Lloyd, Farnham st, Manchester

Herbert, John, Victoria pk sq, Bethnal green, Boot and Shoe Manufacturer. Nov 23 at 3 at office of Stokes, Chancery lane  
 Hollingworth, William, Nottingham, Stone Mason. Nov 24 at 3 at offices of Lees, Severn chambers, Middle pavement, Nottingham  
 Horsey, Joseph, Trafalgar rd, Old Kent rd, Dairyman. Nov 18 at 2 at offices of Fowler, Dovegate hill  
 Howe, Emma Elizabeth, Leamington Priors, Warwick, Fancy Bazaar Keeper. Nov 20 at 11 at No. 19, High st, Warwick. Boddington  
 Hutchings, Walter Hall, Tackley, Oxford, Farmer. Nov 29 at 12 at No. 40, Corn Market st, Oxford. Dudley  
 Johnson, Joseph Watson, Birkby, York, Farm Servant. Nov 22 at 1 at offices of Sewell, Grey st, Newcastle-upon-Tyne  
 Jones, James Edmund, Birmingham, Coffee house Keeper. Nov 23 at 3 at offices of O'Connor, Bennett's hill, Birmingham  
 Jones, Thomas Innocent, Taunton, Somerset, Innkeeper. Nov 20 at 11.30 at offices of Reed and Cook, Paul st, Taunton  
 Lewis, John, Damerham, nr Salisbury, Wilts, Licensed Victualler. Nov 28 at 2 at the Angel Hotel, Fisherton, Salisbury. Wright and Law, High Holborn  
 Linklater, Francis Evelyn, Duke st, Grosvenor sq, Solicitor. Nov 22 at 3 at offices of Chappell and Co, Golden sq, Regent st  
 Lloyd, John Matthews, Markfield, Leicester, Licensed Victualler. Nov 23 at 12 at offices of Curtis, Halford st, Leicester  
 Locker, Henry, Longton, Stafford, Potter. Nov 21 at 3.30 at offices of Welch, Caroline st, Longton  
 McCombie, Robert Burns, Christchurch, Hants, Seedsman. Nov 24 at 3 at Ship Inn, Christchurch. Trevanion, Bournemouth  
 Marsden, Edward, Leigh, Lancaster, Beer Retailer. Nov 21 at 2.30 at office of Whittington and Whittington, Church st, Leigh  
 Monk, George, Poole, Builder. Nov 21 at 11 at office of Aldridge and Aldridge, King st, Poole  
 Moody, William, Brighton, Tailor. Nov 21 at 3 at office of Goodman, North st, Brighton  
 Nash, Thomas, Bristol, Draper. Nov 24 at 12 at office of Sinnott and Spofforth, Broad st, Bristol  
 Newman, Joseph, Westbourne grove, Bayswater, Glass Dealer. Nov 27 at 10.30 at office of Browne, Lower James st, Golden sq. Tilsley, St Benet pl, Gracechurch st  
 Painsion, John, Letcombe Bassett, Berks, Farmer. Nov 25 at 12 at office of Jotcham, Wantage, Berks  
 Parr, John, and John Edwards, Everton, Builders. Nov 23 at 2 at office of Goffey and Co, Commerce chhrs, Liverpool  
 Parsons, William Martin, Newton, nr Rugby, Warwick, Farmer. Nov 23 at 2 at George Hotel, Market pl, Rugby. Wright, Leicester  
 Pearce, William, St Mawes, Cornwall, Baker. Nov 22 at 3 at office of Genn and Nalder, Church, Farnmouth  
 Perry, William George, Bristol, out of business. Nov 22 at 12 at office of Plummer and Parry, Bristol chhrs, Bristol  
 Pleasance, Frederick, Holloway rd, Watchmaker. Nov 27 at 2 at office of Henry, Furnival's-inn, Holborn  
 Porter, Thomas Duke, Long Sutton, Hants, Farmer. Nov 27 at 1 at Red Lion Hotel, London st, Basingstoke. Lamb and Brooks, Oldham  
 Price, Thomas, Holywell, Flint, Grocer. Nov 22 at 12 at Albion Hotel, Chester. Cope, Holywell  
 Pringle, John, Sheepwash, nr Morpeth, Northumberland, Timber Merchant. Nov 24 at 3.30 at office of Brown, Collingwood st, Newcastle-upon-Tyne  
 Pugh, John Thomas, Altrington, Salop, Licensed Victualler. Nov 29 at 3 at office of Dallow, Queen st, Wolverhampton  
 Pullan, Eli, Howden, York, Wine Merchant. Nov 22 at 3 at office of Pickering, Oriental chhrs, Cookridge st, Leeds  
 Rafter, Patrick, Newcastle upon Tyne, Provision Dealer. Nov 20 at 2 at office of Aitchison, Collingwood st, Newcastle upon Tyne  
 Reardon, Thomas, Walthamstow, Essex, Builder. Nov 18 at 11 at 202, High Holborn  
 Stansfield, King st, Chesapeake  
 Roberts, Charles Philip, St Paul's rd, Islington, Builder. Nov 21 at 3 at office of Parkos, Queen Victoria st  
 Rutherford, John, Hexham, Northumberland, Plumber. Nov 27 at 12 at office of Baty, Hexham  
 Shaw, Benjamin, Lotherton-cum-Aberford, York, Wine Merchant. Nov 23 at 3 at office of Horner and Edmondson, Wood st, Wakefield  
 Shaw, Samuel, Lotherton-cum-Aberford, York, Wine Merchant. Nov 23 at 2.30 at office of Horner and Edmondson, Wood st, Wakefield  
 Shelley, John, Upper Sydenham, Kent, Fancy Draper. Nov 27 at 3 at office of Priestley and Co, Chesapeake. Buckwell, Brighton  
 Shearer, Alexander, Gateshead, Licensed Victualler. Dec 4 at 3 at office of Dix, Wellington chhrs, Wellington st, Gateshead  
 Sherwood, William, Kinson, Dorset, Builder. Nov 22 at 3.30 at office of Trevanion, the Arcade, Bournemouth  
 Simms, Sarah, Mitcham, Surrey, Market Gardener. Nov 29 at 3 at office of Saxelby and Faulkner, Ironmonger lane  
 Smith, William Barrett, Hornly, nr Lancaster, Joiner. Nov 23 at 2 at office of Johnson and Tilly, Sun st, Lancaster  
 Speight, George, Heywood, Lancaster, Architect. Nov 23 at 3 at office of Farrington, Princess st, Manchester  
 Stuart, Archibald Anderson, South Norwood, Surrey, Builder. Nov 23 at 12 at Guildhall Tavern, Gresham st. Plunkett, St Paul's Churchyard  
 Swift, Frederick, Barnsley, York, Tobacco Manufacturer. Nov 23 at 11 at office of Marshall and Ownsworth, Back Regent st, Barnsley  
 Taylor, William, Othorpe, York, Provision Dealer. Nov 24 at 8 at office of Gregson, Exchange bldgs, Bowdley lane, Kingston upon Hull. Thorpe, Kingston upon Hull  
 Thomas, Aaron, Leeds, York, Innkeeper. Nov 21 at 12 at office of Weston and Postlethwaite, Park row, Leeds  
 Tibbitts, George, Brighton, Sussex, Shoemaker. Nov 29 at 3 at Middle st, Brighton. Cooper and Williams  
 Timmins, Frederick John, Bolton, Lancaster, Tobacconist. Nov 23 at 3 at office of Johnston, Vernon st, Stockport  
 Tindall, Albert William, Faversham, Kent, Machinist. Nov 29 at 11.30 at Ship Hotel, Faversham. Gibson, Sittingbourne  
 Town, Joseph, Bradford, York, Worsted Spinner. Nov 21 at 3 at Market Tavern, Godwin st, Bradford. Duckitt, Bradford  
 Town, Benjamin, Bradford, York, Innkeeper. Nov 21 at 11 at Market Tavern, Godwin st, Bradford. Duckitt, Bradford  
 Turner, James, Longton, Stafford, Borough Keeper. Nov 21 at 12 at office of Welch, Caroline st, Longton  
 Ursell, Charles, Gloucester, Dairyman. Nov 24 at 3 at New Inn, Hotel, Northgate st, Gloucester. Barber  
 Vesey, John William, Kegworth, Leicester, Joiner. Nov 24 at 3 at Bull's Head Inn, Loughborough. Birchall, Nottingham  
 Waring, James, Finchbeck, Spalding, Lincoln, Tailor. Nov 24 at 2 at office of Weston and Postlethwaite, Park row, Leeds  
 Watson, William Shaw, Beeston, York, Farmer. Nov 29 at 3 at office of Pickering, Parliament st, Kingston upon Hull. Jackson, Hull  
 Williams, John, Dudley, Worcester, Mining Engineer. Nov 22 at 3 at office of Warrington and Thompson, Castle st, Dudley  
 Williamson, Henry, Ashburton grove, Holloway, Carman. Nov 30 at 10.30 at office of Jackson, Bishopsgate st Without  
 Wilson, John, Heworth, Durham, Grocer. Nov 21 at 3 at office of Stanford, Collingwood st, Newcastle upon Tyne  
 Winter, Alexander, Langdale, York, out of business. Nov 15 at 11 at house of Hutchison, Victoria Hotel, Stockton on Tees



Wood, John William, Matlock Bridge, Derby, Joiner. Nov 23 at 3 at Bell Hotel, Sadle gate, Derby. Skidmore, Matlock Bridge.  
Wright, John, Thirsk, York, Innkeeper. Nov 18 at 12 at Golden Lion Hotel, Thirsk. Case, Thirsk.  
Wright, Walter, Halifax, York, Law Writer. Nov 24 at 11 at office of Emmett and Walker, Harrison rd, Halifax.

TUESDAY, Nov. 14, 1882.

Arnett, Braithwaite, Hercules bldgs, Westminster Bridge rd, Schoolmaster. Nov 27 at 11 at Inns of Court Hotel, Holborn. Jolliffe, Crowkerne.  
Baker, George, West Ham, Essex, Grocer. Nov 24 at 3 at offices of Barrett, Lendenhall st.  
Baker, Joseph, Kingswinford, Stafford, Licensed Victualler. Nov 24 at 3 at offices of Elocok, High st, Stourbridge.  
Bardley, Thomas Greaves, Oldham, Lancaster, Store Keeper. Nov 30 at 3 at Central Hotel, Wellington st, Oldham. Morris, Oldham.  
Barnes, William, Guildford, Surrey, Commercial Traveller. Dec 7 at 12.30 at 102, Fleet st, Burbridge, Guildford.  
Bebro, Marcus, Tokenhouse yd, Financial Agent. Nov 21 at 11 at St Michael's Hall, George yd, Lombard st. Rawlins, Poultry chambers.  
Blackmore, Eliza, Pratt Wharf, King's rd, Camden Town, Cement Merchant. Nov 23 at 3 at offices of Banks, Coleman st.  
Bond, Peter, Brighton, Sussex, Mantle Maker. Nov 29 at 12 at offices of Edmonds and Co, Cheapside. Lamb and Evett.  
Bregg, George Henry, Birmingham, Commission Agent. Nov 23 at 4 at offices of East and Smith, Temple st, Birmingham.  
Brenard, William, Halifax, York, Joiner. Nov 27 at 3 at No. 7, King Cross st, Halifax.  
Brewster, Edward Pollard, Norwich, Carpenter. Nov 22 at 11 at the Duke's Palace Inn, Duke st, Norwich.  
Brogden, William Thomas, Holmfirth, York, Confectioner. Nov 27 at 3 at offices of Booth, Holmfirth.  
Broscumb, John William, Leeds, York, Grocer. Nov 27 at 2 at the Law Institution, Albion pl, Leeds. Teall and Appleton, Leeds.  
Brownrigg, Henry, Darlington, Durham, Painter. Nov 27 at 11 at offices of Laidler, Bondgate, Darlington.  
Burgess, Arthur, Gravesend, Licensed Victualler. Nov 24 at 12 at offices of Edgar, Bucksbury.  
Butterworth, Thomas, Southport, Lancaster, Grocer. Nov 23 at 3 at the Shelley's Arms Hotel, Fishergate, Preston. Needham, Blackburn.  
Chapman, Robert, Frankfort ter, Harrow rd, Hairdresser. Nov 23 at 2 at the Law Institution, Chancery lane. Miller and Co, Chancery lane.  
Clark, Andrew, North Ormsby, nr Middlesbrough, Oil Dealer. Nov 22 at 11.30 at offices of Lewis, Zetland rd, Middlesbrough.  
Clarke, Walter Thomas, Lendenhall st, Tobacco Broker. Nov 30 at 3 at offices of Ratcliffe, Bishopsgate st, Within.  
Cook, Edward, Birmingham, Metallic Bedstead Manufacturer. Nov 23 at 3 at offices of Tyndall and Co, Colmore row, Birmingham.  
Corbitt, John, Oldham, Lancaster, Joiner. Nov 29 at 3 at office of Whitaker, St Peter st, Oldham.  
Cox, Francis Blakemore, Birmingham, Rule Manufacturer. Nov 24 at 11 at office of Rose, Cherry st, Birmingham.  
Creighton, Robert Kirkwood, Newcastle-upon-Tyne, Painter. Nov 27 at 2.30 at office of Watson and Dendy, Pilgrim st, Newcastle-upon-Tyne.  
Darby, Mahala, High Wycombe, Buckingham, Plumber. Nov 27 at 3 at office of Parker and Wilkins, Easton st, High Wycombe.  
Denton, James, Flint, Publican. Nov 21 at 4 at the Grosvenor Hotel, Eastgate st, Chester. Churton, Chester.  
Dermont, Isaac, Coatham, near Redcar, York, Butcher. Nov 27 at 3 at office of Peacock, Zetland rd, Middlesbrough.  
Diarmis, John, Market ter, Upper Holloway, Saddler. Nov 27 at 11 at office of Chalk, Finsbury circus.  
Dyson, James, Newchurch, Kent, Farmer. Dec 1 at 1 at office of Hallett and Co, Bank st, Ashford.  
Ellis, Joseph, Ossett, near Wakefield, York, Rag Merchant. Nov 29 at 3 at the Scarborough Hotel, Market place, Dewsbury. Burton, Ossett.  
Evans, Edward, Llantrithyd, Glamorgan, Farmer. Nov 29 at 1 at office of Ord, Cowbridge.  
Fairweather, William, Manchester, Skirt Manufacturer. Dec 5 at 3 at office of Addleshaw and Warburton, Norfolk st, Manchester.  
Falk, Simon, Newcastle upon Tyne, Jeweller. Nov 23 at 2 at office of Greener, Grainger st West, Newcastle upon Tyne.  
Fogg, William, Barnsley, York, Herring Curer. Nov 24 at 4 at Crown Hotel, Filey. Gray, Barnsley.  
Gibbons, Samuel, and Samuel Gibbons, jun, Lawrence lane, Woolen and Stuff Warehousemen. Dec 4 at 2 at Jamaica Coffee House, St Michael's alley. Warburton and De Paula, West st, Finsbury circus.  
Gibson, William Dunnington, Boston, Corn Merchant. Nov 27 at 3.30 at New Corn Exchange Hotel, Mark lane. Simpson and Cullingford, Gracechurch st.  
Gill, Arthur, Queen's rd, Dalston, Tailor. Nov 23 at 3 at office of Barnett, Palmerston bldgs, Old Broad st.  
Gower, Frederick Henry, Dulwich, Millwright. Dec 1 at 3 at office of James, Quality ct, Chancery lane.  
Gower, Joseph, Higham, Kent, Gardener. Nov 23 at 3 at office of Bassett, Eastgate, Rochester.  
Hamblin, Henry, Finsbury rd, Wood Green, Builder. Nov 21 at 10.30 at 3, Finsbury rd, Wood Green. Woodfin and Co, Tower chmbs, Moorgate.  
Hankin, Henry, Croydon, Licensed Victualler. Nov 30 at 3 at office of Wynne and Co, Laurence Pountney hill, Cannon st. Streether, Croydon.  
Hearn, Charles Thomas, Solihull, nr Bethnal Green, Wood Turner. Nov 27 at 3 at office of Prockter and Andrews, Princes st, Spitalfields.  
Hemingway, Joseph, Wakefield, Flock Manufacturer. Nov 27 at 3 at office of Horner and Edmondson, Wood st, Wakefield.  
Higgins, Frederick Thomas, Rusden, Northampton, Baker. Nov 24 at 2.30 at office of Gillist and Beard, Corn Exchange, Wellingborough. Haygate, Wellingborough.  
Hill, Thomas, Liverpool, Watchmaker. Nov 23 at 3 at office of Gibson and Bolland, South John st, Liverpool.  
Hobbs, Samuel Esq, Lower Tooting, Olman. Nov 24 at 3 at Mason's Hall Tavern, Mason's avenue. Bassett, Dagmar ter, Essex rd, Islington.  
Howard, Frederick William, and Welsh Harding, Bradford, Pianoforte Makers. Nov 23 at 4 at office of Atkinson and Wilson, Tyndal st, Bradford.  
Humphreys, David, Australian avenue, Jewin st, Mantle Manufacturer. Nov 27 at 3 at Guildhall Tavern, Gresham st. Armstrong and Lamb, Old Jewry.  
Hyland, Thomas Friend, Northfleet, Kent, Builder. Nov 27 at 3 at office of Mitchell, Windmill st, Gravesend.  
Ironside, William, Weyham st, Camden Town, Cabdriver. Nov 24 at 10.30 at office of St Aubyn, Gracechurch st.  
Jenkins, Henry Richard, Teaby, Pembroke, Bootmaker. Nov 29 at 10.30 at office of Lock, Lansdown House, Teaby.  
Leak, Alfred, Nottingham, Grocer. Nov 29 at 2 at 83, Gresham st, London. Norman, Nottingham.  
Leger, Robert, Woolhampton, Berks, Painter. Nov 27 at 1 at Wheatheaf Hotel, Reading. Lucas, Newbury.  
Lewis, Owen Wycliff, and Samuel Holdsworth, Leeds, Timber Merchants. Nov 24 at 3 at office of Saville, East parade, Leeds.  
McMorris, Alexander William, Lowelyn McMichan, Liverpool, African Merchant. Nov 30 at 3 at office of Dean and Co, Lord st, Liverpool.  
Manton, James, George Manton, and Henry Manton, Birmingham, House Furnishers. Nov 27 at 13 at 1, Newhall st, Birmingham. Johnson and Co, Birmingham.  
Markell, Alfred James, Hyrnamawr, Brecon, Boot Maker. Nov 27 at 12.30 at office of Powell, Drynamw.

Martin, William, Englishcombe, Somerset, Farmer. Nov 27 at 12 at office of Wilton, Westgate bldgs, Bath.  
Mather, Harry, Nelson-in-Marston, Lancaster, Ironmonger. Nov 25 at 3 at High st, Skipton. Robinson, Keighley.  
Mentast, Joseph, Westbourne grove, Restaurant Keeper. Nov 27 at 3 at Inns of Court Hotel. Green and Chess, Warwick at, Charing Cross.  
Miskin, Edward, Strood, Kent, Butcher. Nov 24 at 3 at King's Head Hotel, High st, Rochester. Stephenson, Maidstone.  
Morgan, James, Cardiff, Builder. Nov 21 at 12 at office of Merrills and Co, Church st, Cardiff.  
Morton, James, Halifax, Engineer. Nov 27 at 4 at office of Walshaw, Crown st chmbs, Halifax.  
Packman, William Goldup, Great Canfield, Essex, no occupation. Nov 25 at 11 at Saracen's Head Hotel, Great Dunmow. Wade and Co, Dunmow.  
Peddle, Arthur, Dodham, Buckingham, Blacksmith. Dec 4 at 3 at office of Gardiner, Uxbridge.  
Pill, William James, Bomore rd, Walmar rd, Notting hill, Courier. Nov 23 at 3 at office of Chipperfield, Trinity st, Southwark.  
Pool, George, Manchester, Surgical Instrument Maker. Nov 29 at 3 at office of Orion, Highfield chmbs, 86 Ann's passage, Manchester.  
Read, Robert, jun, Leicester, Tailor. Nov 23 at 12 at office of Miles and Co, Cank st, Leicester.  
Reynolds, George, High Wycombe, Buckingham, Coach Builder. Nov 25 at 3 at High st, High Wycombe. Bias, High Wycombe.  
Riley, Herbert, Birmingham, Coal Dealer. Nov 21 at 3 at office of Parry, Colmore row, Birmingham.  
Rudd, John, jun, Nottingham, Auctioneer. Nov 30 at 11 at office of Stevenson, Week-day cross, Nottingham.  
Saltmarsh, George Thomas, Hurstpierpoint, Sussex, Brewer. Dec 1 at 2 at office of Martin and Farlow, Newgate st. Bullen, Cheapside.  
Scaife, Henry, York, Painter. Nov 27 at 2 at office of Peters, New st, York.  
Scott, John, Kingston-upon-Hull, Potato Merchant. Nov 29 at 12 at the Law Society, Lincoln's inn bldgs, Bowdler-lane, Hull. Priestman.  
Short, Edgar, Brompton rd, Cabinet Maker. Nov 23 at 3 at offices of Seale and Smith, Lincoln's inn fields.  
Simpson, Robert, Leeds, York, Chemist. Nov 24 at 2.30 at offices of Ford and Warren, Albion st, Leeds.  
Slater, Leonard, Derby, Tailor. Nov 27 at 11 at offices of Stevenson, Weekday Cross, Nottingham.  
Smart, Samuel, Dudley, Worcester, Grocer. Nov 27 at 3 at offices of Lowe, Temple st, Birmingham.  
Stevens, James, Union rd, Edmonton, Dairyman. Nov 23 at 12 at offices of Hanson, King st, Cheapside.  
Taeor, William, Nottingham, Stone Mason. Nov 27 at 3 at offices of Wells and Hind, Fletcher gate, Nottingham.  
Taterson, John Thomas, Market Rasen, Auctioneer. Nov 23 at 11 at offices of Tweed and Co, Saltergate, Lincoln.  
Thomas, William Davies, Thomas Platt, and Arthur Charles Smith, Aldergate st, Iron Merchants. Nov 29 at 3 at Cannon st Hotel, Cannon st. Smith, Great St Helens, Crosby square.  
Tripp, Isaac, Worle, Somerset, Farm Bailiff. Nov 30 at 12 at Railway Hotel, Weston-super-Mare. Reed and Cook, Bridgwater.  
Tucker, William Athanasius, Barton Bradstock, Dorset, Merchant. Nov 29 at 11.30 at office of Loggin and Nantos, Barrack st, Bridport.  
Vale, George, Leamfield rd, Highbury New Park, Builder. Dec 4 at 3 at office of Mason, King st, Finsbury sq.  
Ward, Walter, Saddleworth, York, Grocer. Nov 29 at 3 at office of Ascroft, Clegg st, Oldham.  
Warne, Stannard, Bruton st, Bond st, Upholsterer. Dec 1 at 3 at office of Allen, Carlisle st, Soho sq.  
Welch, Nicholas, Marton, York, Farmer. Nov 23 at 11 at office of Jackson and Jackson, Albert rd, Middlesbrough.  
Wild, Samuel, Leeds, Grocer. Nov 27 at 3 at offices of Emsley, Commercial bldgs, Park row, Leeds.  
Willott, John William, Melwold, Norfolk, Cordwainer. Nov 29 at 1 at Crown Hotel, King's Lynn. Mason, Stoke Ferry.  
Willis, Joshua, Wigan, Lancaster, Clogger. Nov 24 at 3 at office of Hopwood, King st, Wigan.  
Wills, William, Reading, Berks, Licensed Victualler. Nov 27 at 12 at office of Creed, Reading.  
Woodfall, William, Birmingham, Warwick, Plumber. Nov 23 at 12 at office of East and Smith, Temple st, Birmingham.

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